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DISTRICT COURT
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Case Number CJ-2025-135

**IN THE DISTRICT COURT OF COMANCHE COUNTY
STATE OF OKLAHOMA**

NEIL and LACY WEST	)	
	)	
Plaintiffs,	)	
	)	
v.	)	Case No. CJ- 2025-135
	)	*Honorable Grant Sheperd*
STATE FARM FIRE AND CASUALTY COMPANY, and NANCY HOLCOMB INSURANCE AGENCY, INC.,	)	
	)	
Defendants.	)	

DEFENDANT STATE FARM FIRE AND CASUALTY COMPANY'S
<u>RESPONSE TO PLAINTIFFS' MOTION TO COMPEL</u>

Hail in Oklahoma is unpredictable; its size, associated wind speeds, density, directionality and a host of other issues inform the possibility of damage. It does not damage all property in the same way, and it certainly does not require a new roof every time it falls. But, Plaintiffs' premise is that in each instance where the insureds or their contractor assert that the roof is totaled by hail and State Farm disagrees, State Farm is applying a scheme to deny claims. This also disregards the thousands and thousands of roof replacements State Farm pays for every year and the fact that Oklahomans can switch insurers if dissatisfied—yet State Farm remains the leading home insurer in Oklahoma. The point here is that Plaintiffs' counsel cannot just declare the presence of a scheme because Plaintiffs' roof claim was not paid and then obtain discovery based on that declaration and a misconstruction of documents.

Plaintiffs' counsel improperly seeks to leverage discovery ordered in a different case, asking this Court to substitute that judge's ruling for its own judgment. Many judges—when confronted with such broad discovery—would likely disagree with its vast scope and impose meaningful limits as required by the Oklahoma Discovery Code, which begins with the requirement that it "shall be construed, administered and employed by courts and parties to secure the just, speedy and inexpensive determination of every action." 12 O.S. § 3225. Those words have meaning. Discovery must be proven, **by the party requesting it,** to be relevant and proportional to the needs of the case. Plaintiffs' demands here fail these requirements.

This dispute centers on whether State Farm should have totaled Plaintiffs' roof in the amount of $51,000 (according to a public adjuster estimate) and whether the failure to do so was bad faith. Yet, Plaintiffs seek vast amounts of irrelevant, disproportionate and/or burdensome information, often dating back 16 years. Plaintiffs move to compel on topics that are obviously inapplicable (engineering involvement and post-litigation claim payments), and otherwise rely on conclusory statements and speculative "pattern and practice" theories built on bad assumptions and false claims that the requested documents have been produced in other cases.[1] But "the mere fact that a plaintiff offers a 'broad theory of the case' does not automatically justify equally broad discovery, 'unless the discovery is relevant to the plaintiff's actual claims or defenses.'" *Ross v. Univ. of Tulsa*, No. 14-CV-484-TCK-PJC, 2015 WL 13622518, at *1 (N.D. Okla. Apr. 24, 2015).[2]

Plaintiffs are entitled to dispute State Farm's claim decision and to undertake discovery to attempt to prove the decision was wrong or in bad faith (State Farm denies both); but they are constrained by the Discovery Code. Tellingly, Plaintiffs fail to cite any claim-specific documents or depositions that would justify the discovery. Nor could they—because they have not taken a single deposition of anyone who worked on the claim, and only 10 of their 104 discovery requests are claim specific at all. Indeed, the discovery at issue is not about Plaintiffs, it is an agenda of pressure to induce settlement rather than the expense of this burdensome litigation.

I. FACTUAL AND PROCEDURAL BACKGROUND

Plaintiffs reported this claim on July 28, 2023, six weeks after the claimed June 15, 2023 date of loss. State Farm then wrote and called the insureds multiple times about their claim but were unable to reach them until September 16, 2023, even though they allege this was a devastating storm that destroyed their roof. *See generally*, Pet. ¶ 40. State Farm inspected the house on September 28, 2023 and estimated for damage to gutters, downspouts and window screens, as well

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[1] Contrary to Plaintiffs' claims, not all the requested documents have been produced in other cases. Only a limited subset was ordered in a few forums, were not tested in other cases, and State Farm objected to their proportionality and relevance at that time. Now, two years later, they are even less relevant and proportional.

[2] *Willis v. Progressive Direct Ins. Co.*, No. CV-22-349-SLP, 2023 WL 4711080, at *2 (W.D. Okla. July 24, 2023) (denying discovery into other insureds on relevance and proportionality grounds because "the importance of *other insured's* claim letters in resolving the issues in *Plaintiff's* case is low."). Oklahoma courts look to "the federal rules when construing similar language in the Oklahoma Discovery Code." *Crest Infiniti, II, LP v. Swinton*, 2007 OK 77, ¶ 2, 174 P.3d 996, 999.

as to stain the fence and repaint one bedroom. The damage totaled $4,775.89, which was reduced for depreciation and the deductible. Almost ***six months later***, in March 2024, an Oklahoma roofing contractor requested a second inspection attaching photos of believed damage, followed months later by demands, photos and an estimate in the amount of $51,696.31 from a public adjusting firm in Florida. State Farm reviewed the photos but could not match the public adjuster photos with the other photos of the insureds' roof, including specifically a beaten-up rain cap which the public adjuster had submitted as evidence of extensive damage missed by State Farm. State Farm called the public adjuster in September 2024 and asked for photos to show where that rain cap existed on the insured house, but the public adjuster did not provide the requested information and or indeed contact again at all. The lawsuit was then filed on February 28, 2025 (well outside the one year required by the Policy).

Plaintiffs sued State Farm for breach of contract and the duty of good faith and fair dealing, and the Holcomb Agency for negligent procurement of insurance, and constructive fraud and misrepresentation. *See* Pet. ¶¶ 45–79. Plaintiffs allege that State Farm breached its contract and acted in bad faith pursuant to an alleged scheme to underpay claims. *Id.* ¶¶ 50-51. With respect to the Holcomb Agency, in sum, Plaintiffs allege that State Farm and the Agency are engaged in a purported, enterprise-wide "scheme" to deny claims through *inter alia*, various claims handling "tactics" wherein State Farm "misattributes" damage to non-covered losses and fails to disclose this "scheme" at policy inception or renewal. *Id.* ¶¶ 60-66, 73(d).

Plaintiffs have issued 44 requests for production ("RFPs"), 30 interrogatories ("Rogs"), and 30 requests for admission. State Farm promptly produced all claim specific information, including the Policy and the Claim and underwriting files. It agreed to produce additional documents – training materials, quality plans and personnel files (employee shields) upon entry of a protective order. Plaintiffs have not yet taken (or even asked to schedule) the depositions of individuals who actually evaluated Plaintiffs' insurance claim, during which they could ask questions about the claim handling decisions they are challenging.

State Farm served Plaintiffs with its Responses to Plaintiffs' First Set of Discovery on July 25, 2025 (Ex. 1). Plaintiffs took no action thereon until filing this Motion to Compel on December 17, 2025—before meeting and conferring with State Farm—and at the same time Plaintiffs' counsel filed Motions to Compel the same discovery in five other cases. At State Farm's insistence, the parties conferred in January 2026, at which time State Farm offered compromises on some requests (*see e.g.* Chart, Ex. 8), but no compromise was reached. State Farm served a proposed protective order with its discovery responses, but Plaintiffs have not responded.

II. ARGUMENTS AND AUTHORITIES

A. The Oklahoma Discovery Standard

The Oklahoma Supreme Court has made clear that relevance—the threshold requirement for obtaining discovery—"should be firmly applied." *See Quinn v. City of Tulsa*, 1989 OK 112, 777 P.2d 1331, 1342 (*quoting Herbert v. Lando*, 441 U.S. 153 (1979)); *see also Nitzel v. Jackson*, 1994 OK 49, 879 P.2d 1222, n* ("Discovery is not without limitation. It must lead or tend to lead to relevant evidence."). Relevance is not simply assumed: "[w]hen the request is overly broad, or relevance is not clear, the party seeking the discovery has the burden to show the relevance of the request." *Stainsby v. Okla. ex rel. Okla. Health Care Auth.*, No. CIV-21-1073-D, 2022 WL 1748263, *1 (W.D. Okla. May 31, 2022); *see also Chrisman v. Bd. Of Cnty. Comm'rs of Okla. Cnty.*, No. CIV-17-1309-D, 2020 WL 7033965, at *4 (W.D. Okla. Nov. 30, 2020) ("Plaintiff, as the party seeking the discovery, has the burden of demonstrating relevance here because relevance 'is not readily apparent.'"). Accordingly, courts routinely deny discovery that is facially overbroad and irrelevant, such as when discovery requests "sweep in . . . all manner of organizational documents." *In re Kidd*, No. 3:20-CV-0800 (KAD), 2020 WL 5594122, at *11 (D. Conn. Sept. 18, 2020); *see also Conservation L. Found., Inc. v. All-Star Transportation, LLC*, No. 3:21-CV-00201 (JBA), 2022 WL 16901999 (D. Conn. Nov. 11, 2022) ("[T]he Court does not need an affidavit to know that, in asking for substantially all information and documents related to the defendants' vehicles, real estate, operations, employee job responsibilities, and environmental compliance efforts ... [plaintiff] has requested production of a significant percentage of all the documents the defendants created over the past seven years.") (*citing In re Kidd*, 2020 WL 5594122, at *11).

Nor does a "plaintiff's broad theory of the case ... necessarily justify broad discovery," and courts should thus endeavor to "thwart fishing expeditions." *Willis v. Johnson*, No. CIV-18-323-D, 2021 WL 8446071, at *2 (W.D. Okla. May 20, 2021); *see also Ross*, WL 13622518, at *1. As the Oklahoma Court of Civil Appeals has recognized, insurance cases should be handled according to their circumstances. *See City Nat'l. Bank & Tr. Co. v. Jackson Nat. Life Ins.*, 1990 OK CIV APP 89, ¶ 18, 804 P.2d 463,468 ("[B]efore ... bad faith may be submitted to the jury, the Trial Court must first determine, under the facts of the particular case ... whether [the] insurer's conduct may be reasonably perceived as tortious.").

The Oklahoma Discovery Code, like the Federal Rules from which it is derived, provides that discovery must be "proportional to the needs of the case." 12 O.S. § 3226(B)(1)(a); Fed. R. Civ. P. 26(b)(1). The Oklahoma Supreme Court has made clear that a trial court ***must*** consider the proportionality of requests before it may compel production. *See* Ex. 2, Order, *Werner Enters., Inc. v. Kirkland*, No. 122,385 (Okla. Sept. 24, 2024). "The proper scope of discovery is that which is <u>both</u> relevant to the claims or defenses <u>and</u> proportional to the needs of the case, <u>considering</u> the various factors."[3] *Dodd v. Indian Health Care Res. Ctr. of Tulsa, Inc.*, No. 24-CV-00327-SH, 2024

[3] These factors include: (1) the importance of the issues at stake in the action; (2) the amount in controversy; (3) the parties' relative access to relevant information; (4) the parties' resources; (5) the importance of the

WL 4648150, at *2 (N.D. Okla. Nov. 1, 2024) (emphasis in original). The Court's analysis must go beyond determining whether specific requests seek relevant information. *First Horizon Nat'l Corp. v. Houston Cas. Co.*, No. 2:15-CV-2235-SHL-DKV, 2016 WL 5869580, at *7 (W.D. Tenn. Oct. 5, 2016) ("[E]ven if such information may be considered remotely relevant, ... its production would be unduly burdensome and disproportionate to this litigation."). Instead, the Court must assess the importance of the discovery to the resolution of the disputes at issue and compare the potential benefit to the burden and expense.[4]

Here, the Petition makes clear that Plaintiffs are complaining about Defendants' purported conduct in connection with Plaintiffs' Policy and claim—i.e., the terms and application of the Policy and what Defendants said (or did not say) to Plaintiffs. ***None*** of the disputed discovery requests shed any light on these issues. Instead, Plaintiffs seek discovery relating to "institutional" issues with no apparent connection to their claims in this case.[5] Further, the discovery requests define the "Relevant Time Period" as "January 1, 2010 to present," but never use this term anywhere else in the requests (Ex. 1)—meaning Plaintiffs are seeking information and documents either for a 16-year ***or*** an unlimited time period. While Plaintiffs may argue the requested discovery relates to the enterprise-wide "scheme" alleged in the Petition, such far-reaching allegations—which Plaintiffs' counsel has copied in identical fashion in numerous cases—do not justify the overly broad and burdensome discovery sought here and they have not shown it does.

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discovery in resolving the issues; and (6) whether the burden or expense of the proposed discovery outweighs its likely benefit. *See* 12 O.S. § 3226(B)(1)(a).

[4] *Compare* 12 O.S. § 2401 (defining relevant evidence) *with* 12 O.S. § 3226(B)(1)(a) (discussing proportionality factors).

[5] State Farm objects to the requests to the extent they seek confidential, proprietary business information and/or trade secrets, or information containing attorney work product and/or protected by the attorney-client or other legal privileges.

B. Punitive Damages and Scheme Allegations are not Sufficient

Plaintiffs' bare-bones bad faith allegations do not justify their expansive requests for discovery about, *inter alia*, State Farm's enterprise-wide operations, training and quality programs, and dealings with other insureds.[6] The Court must limit discovery based on the claims and defenses of ***the specific case at issue***, not on allegations of other wrongdoings. *E.g.*, *Koch v. Koch Indus., Inc.* 203 F.3d 1202, 1238 (10th Cir. 2000). ***No aspect*** of Plaintiffs' Motion shows ***how*** the specific facts surrounding the adjustment of their claim—i.e., the "specific [alleged] wrongdoing" here—are an extension of any "scheme." *Id.* As stated in *Morecroft v. Farmers Ins. Co.*, No. 09-CV-175-TCK-FHM, 2010 WL 1257579, at *2 (N.D. Okla. Mar. 25, 2010):

> Although relevancy is broadly defined for discovery purposes, it is not without bounds. ***The broad scope of discovery does not give a Plaintiff pursuing a bad faith claim unfettered license to examine all data regardless of how attenuated a relationship that data may have to the decision-making pertaining to Plaintiff's . . . claim.***

(emphasis added). In *Morecroft*, the court denied the plaintiff's request for policies related to the insurer's loss ratio for Oklahoma motor vehicle claims from 2004 to 2008, finding the burden and expense outweighed any likely benefit to the plaintiff. The Court noted: "Aside from expressing the theory that there may be such a connection, plaintiff has not provided the court with any information to support his theory or explain how it is applicable to this case." *Id.* at 2. The same deficiency exists here. Plaintiffs offer no evidence from the documents State Farm has produced linking the handling of their claim to the alleged scheme, nor have they deposed anyone involved in the claim handling to establish such a connection. Instead, Plaintiffs rely on speculation modeled after allegations their counsel routinely makes against insurance companies and promote on their website.[7]

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[6] On November 25, 2025, in the cases *Hursh v. State Farm, et al.*, Case No. CJ-2025-2626, and *Wong-Faust v. State Farm, et al.*, Case No. CJ-2025-1675, the Hon. Amy Palumbo granted motions to compel discovery like that sought against State Farm here. State Farm respectfully submits that these decisions were erroneous and hold no precedential value in this Court. Motions to reconsider were filed on December 23, 2025.
[7] *See* Whitten Burrage Law, https://www.whittenburragelaw.com/bad-faith-roofing-claims/.

Plaintiffs' punitive damages claim also does not justify the invasive discovery sought. The real dispute at issue concerns the extent of shingle damage to Plaintiffs' roof, and Plaintiffs have not deposed any fact witnesses to challenge State Farm's judgment that no further damage existed. Thus, the notion that a punitive damages claim will reach the jury lacks any factual basis—only Plaintiffs' speculation about an invented scheme. Further, State Farm cannot be penalized multiple times for the same alleged conduct:

> The trial court shall ***reduce any award for punitive damages*** awarded pursuant to the provisions of subparagraph c of this paragraph [when an insurer has been found to have intentionally and with malice breached its duty to deal fairly and in good faith with the insured] by the amount it finds the defendant or insurer has ***previously paid as a result of all punitive damage verdicts entered in any court of this state for the same conduct by the defendant or insurer***. Any award of punitive damages under this subsection awarded in any manner other than as required in this subsection ***shall be void and reversible error***.

23 O.S. § 9.1(C) (emphasis added).[8]

C. The Discovery Sought Is Overly Burdensome, Disproportionate, and Irrelevant.

As an organizational tool, State Farm herewith submits a chart of the requests organized by subject-matter with objections and agreed production noted as its final exhibit, Ex. 8.

Claims Training Requests (Rogs 5, 18, and 19; RFPs 6, 30, and 42). While Plaintiffs concede that what is "***directly relevant***" is "the training [State Farm] provides its claims handling personnel who handled the Claim," Mot. at 8, they demand broad categories of temporally, geographically, and topically overbroad training materials that have no relevance to the handling of Plaintiffs' claim. Specifically, Plaintiffs seek resources used to train claims handlers **nationwide** on wind and hailstorm claims as well as policies for training adjusters **nationwide** on "functional

[8] The fact that the Oklahoma Attorney General ("AG") was granted leave to intervene in a **different lawsuit** (*Hursh v. State Farm, et al.*, Case No. CJ-2025-2626) does not justify the requested discovery. As the AG essentially conceded, his request to intervene was based solely on ***allegations*** of a purported scheme in that plaintiff's petition, the same unsupported allegations copied here, not based on an independent investigation. *See* Mot. at Ex. 8, AG Mot. at 2.

damage" definitions for roof claims and related coverage limits—all for at least **15 years**, as well as Wind/Hail Claims Guidelines from January 1, 2019 to present (the "Claims Training Requests").[9]

State Farm has agreed to produce the relevant portions of its claim handling procedures, specifically the Estimatics and Claim Handling Practices ("ECHP")[10], that were utilized in adjusting Plaintiffs' claim arising from the weather event on the date of loss at issue. State Farm also agrees to produce training transcripts for the individuals involved in the handling of Plaintiffs' claim, as well as the corresponding and relevant training materials from those transcripts.[11] This is more than enough for Plaintiffs to fulfill their purported objective: assess how "State Farm [trains] its claims handling personnel who handled the Claim" insofar as it is related to the handling of ***Plaintiffs'*** claim. *Id.* at 8. There is no viable argument for requesting production of ***all*** the training State Farm provides to its adjusters nationwide for at least 15 years, even if limited to wind/hail claims. *See Young v. State Farm Fire & Cas. Ins. Co.*, No. CIV-24-1064-R, 2025 WL 837028, at *2 (W.D. Okla. Mar. 17, 2025) ("Plaintiff's discovery request is too broad in that it appears to seek training materials, guidelines, and procedures that [do not] relate in any way to the handling of Plaintiff's claim, rather than the specific topics that are pertinent to the issues in this case."). Training materials that were either obsolete at the time of Plaintiffs' alleged loss or were not part of the relevant claim handlers' training, are neither relevant nor proportional, and it is Plaintiffs' burden to demonstrate that they are. *See Stainsby*, 2022 WL 1748263, *1.

Agency Training Requests (Rog 10; RFPs 6, 30, and 42). Plaintiffs seek discovery into (1) training provided to State Farm's "captive agents" regarding the ***sale and procurement*** of insurance

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9 Plaintiffs also seek discovery regarding the "Art of the Conversation," but their Motion does not even address what they believe this term refers to or how it is relevant.

10 The ECHP is a compilation of claim handling procedures prepared in connection with weather events.

11 State Farm's production of the relevant ECHP materials and training materials is subject to entry of a protective order. As addressed further below, State Farm is also willing to produce the Wind/Hail Guidelines the Fire Model Enhancement prepared in 2020 and 2021, despite their lack of relevance to this case.

policies; (2) underwriting guidelines, binding rules, contractual agreements, and training materials related to ***selling and issuing*** the Policy; (3) purported duties of agents to "keep abreast of the condition of properties" and/or monitor and reduce risks to insured properties; and (4) purported discussions with Agency Leadership regarding "wind/hail topics." Yet, the Motion is devoid of any justification for that discovery beyond the claim that State Farm holds its agents out as their "front line underwriters." Mot. at 7-8. But Plaintiffs' claims do not involve underwriting, sales, marketing, or policy issuance. The Petition clearly challenges only State Farm's ***claim decision***, over which Agent had no control. Indeed, Plaintiffs concede they obtained a full replacement cost policy (Pet. ¶¶ 27-33, 48), and their dispute is thus with how ***State Farm*** handled the claim (*id.* ¶¶ 48, 50).

Moreover, the requests for purported wind/hail training of agents and "Agency Leadership" discussions regarding wind/hail topics are irrelevant because, beyond sometimes taking in the initial report of a claim and communicating such to State Farm, ***agents have no role in claim handling***—and Plaintiffs do not allege that Agent was involved in the handling of their claim. There is also no *real* dispute that the Policy issued provided sufficient coverage for full replacement of the Plaintiffs' house—especially the roof, which is the claim Plaintiffs make. Pet., ¶¶ 48, 50; *Miller v. Farmers Ins. Grp.*, No. CIV-10-466-F, 2012 WL 8017244, at *14 (W.D. Okla. Mar. 22, 2012) ("[T]he Oklahoma Supreme Court has concluded that 'the conduct of the insurer and the agent in selling and issuing the policy, cannot give rise to the tort of bad faith breach of an insurance contract.'").[12]

Haag Requests (Rogs 15-17; RFPs 8-12, 31, and 34). Plaintiffs have a laundry list of requests relating to State Farm's relationship and utilization of global engineering and consulting

[12] Additionally, "binding" authority "refers[s] to the insurance industry concept of an insurance agent's ability to temporarily 'bind' coverage, which occurs prior to the insurer's issuance of a policy." *Peerless Ins. Co. v. MA.S.S. Servs.*, Inc., No. 806-CV-250T-27TGW, 2007 WL 2916386, at *7 n.11 (M.D. Fla. Oct. 5, 2007). Even if binding were at issue here—which it is not—an agent's act of "binding" a policy only serves as a representation to ***State Farm***—not the insured—that based on the information from the insured, the property is *worthy of consideration* for coverage.

company Haag and its subsidiaries, including State Farm's: (a) relationship with Haag, including any indemnity agreements; (b) communications with and payments to Haag from 2012 onward; (c) a moratorium on using Haag after unrelated verdicts from 1997 and 2006; (d) internal investigations into Haag's potential bias following unrelated cases and events from over two decades ago; and (e) use of Haag training, including Haag's Hail and Wind Assessment Video Series (the "Haag Requests"). The Haag Requests are irrelevant and disproportionate to the needs of this case because State Farm ***did not use*** Haag's engineering services—or any engineering services for that matter—to assess Plaintiffs' claim. Moreover, with limited exceptions, State Farm has not used Haag to assess policyholder claims in Oklahoma since 2006. Rather, State Farm only uses Haag's training materials (which have nothing to do with Haag's engineering services).[13] Thus, Plaintiffs' broadly written requests regarding State Farm's utilization of Haag are a fishing expedition for information they know does not further the resolution of the merits of their claims. *See In re Hanover Lloyds Ins. Co.*, No. 05-17-00608-CV, 2018 WL 1127436, at *3 (Tex. App. Mar. 2, 2018) (finding inquiry into Hanover's use of Haag engineering reports on claims of unrelated third parties was not relevant to the case and rejecting plaintiff's claim that Hanover's relationship and use of Haag training, investigation, and reports was relevant to the merits of the denial of plaintiff's claim). While Plaintiffs are trying to distort State Farm's use of Haag ***training*** materials into some sort of nefarious scheme to defraud insureds based solely on a moratorium imposed nearly 20 years ago on ***engineering*** services, they have provided no evidence of such intent. The Haag Requests are irrelevant to any fact at issue.

[13] State Farm has already informed Plaintiffs' counsel of Haag's position that these videos constitute Haag's intellectual property. Absent a protective order and notice to Haag, State Farm does not have the authority to produce Haag's proprietary materials in litigation.

Fire Model Enhancement Requests (Rogs 6, 7, 9, 13, 28, and 29; RFPs 14, 15, 21-24, 27, 29, 33, 35-39, and 43). Numerous requests concern the Fire Model Enhancement ("FME"; the "FME Requests")—an effort State Farm first undertook in 2020 to improve the accuracy of claim handling, one that is neither sinister nor surprising but part of corporate responsibility. As part of the FME, State Farm identified potential ways to improve consistency in handling wind/hail claims and to address both overpayment and underpayment of claims, including by improving file documentation, conducting additional training, and increasing management involvement.[14] *See* Declaration of Nicole Manduca, at ¶ 3, Ex. 3 hereto. The FME prepared guidelines in 2020 and 2021 (the "Wind/Hail Guidelines"), which were incorporated into the Operation Guide ("OG") 75-160 by February 2022, over one year before Plaintiffs' purported date of loss. Upon the entry of an approved protective order, State Farm is willing to produce the versions of OG 75-160 and relevant claim handling guidelines that were in place as of Plaintiffs' date of loss, as well as the Wind/Hail Guidelines for the years 2020 and 2021, even though not in effect on the date of loss.

The remaining FME Requests are overly broad and irrelevant, seeking years of nationwide information about FME and wind/hail initiatives, employees, teams, third parties, data dissemination, and metrics like roof replacement ratios, approval percentages, indemnity savings, and wind/hail payment volumes. Plaintiffs fail to connect the FME discovery to the claim decision in this case or explain how this discovery is relevant to the reasonableness of State Farm's handling of their claim, especially as the claim handlers, Cedric Gooch, Max Balser, Kristin Haun, Temicka Collette, Christy Mebane, Jason Taylor, and Yasiin Bradley, were not involved with FME. The requests also improperly seek information about other insureds' claims under different circumstances and policies, which is irrelevant and overly broad. *See City Nat'l. Bank*, 1990 OK

[14] In particular, claim file data indicated that State Farm may have been replacing roofs where such damage was not expected, primarily due to the small hail and light wind events associated with the date of loss.

CIV APP 89, ¶ 18, 804 P.2d 463.

Responding to these requests would also impose a disproportionate burden, requiring a search for documents nationwide across the enterprise from 2010 or 2019 (depending on the request)—predating the date of losses by 4 to 13 years. For example, RFPs 36, 37, 38, and 43 seek communications for the past six years from Nicole Manduca, Sharon Arnold, Tom Moss, and Susan Maynard—none of whom were involved in the handling of Plaintiffs' claim—concerning the FME and other specified topics. Based on a preliminary assessment, these requests ***alone*** will require review of ***at least*** approximately 155,000 documents. Using a standard review rate of 35 documents per hour, it would take approximately 4,428 hours of attorney time to review these documents—excluding privilege review, privilege logging, and document processing—thus imposing a burden on State Farm which the Discovery Code is written to avoid.

Manager Approval (Rogs 21, 28, and 29; RFPs 22, 25, 26, 36(vi), 38(vi), and 43(vi)). Plaintiffs do not explain why the discovery they seek regarding the requirement for managerial approval of total roof replacements in certain circumstances (which do not exist here), or how the tracking or cost-benefit analysis of full roof replacement approval percentages, is relevant. Rather, the Motion lists these requests next to a myriad of others on varying and different topics, without any argument or articulation regarding their relevance to the merits of this case. As a threshold matter, Plaintiffs falsely assert that "State Farm implemented a policy that claims adjusters could not issue a full roof replacement without Team Manager approval," when their counsel is well aware that OG 75-160—the controlling rule—requires managerial approval for total roof replacements ***only in a certain subset of claims***—i.e., when a claim involves low intensity weather events with conditions of light wind and small hail. Plaintiffs also do not, because they cannot, explain *how* any managerial review requirement impacted the adjustment of their specific claim. Indeed, no claims handler ever found that a total replacement of Plaintiffs' roof was warranted, and Plaintiffs point to nothing in the already-produced Claim File indicating that totaling their roof was contemplated or subject to management approval. As such, *even if* these documents could be relevant to issues in another claim that is the basis for another lawsuit, they are not relevant to the issues in *this* lawsuit. Despite the lack of relevance and proportionality, upon entry of an approved protective order, State Farm will produce OG 75-160. Any additional production of information in response to the Managerial Approval Requests is neither relevant nor proportional.

State Farm's Enterprise Rules (RFP 25). RFP No. 25 seeks documents "memorializing any enterprise-wide rule ... regarding the need for any managerial approval of full roof replacements on wind/hail claims," which is addressed immediately above. Plaintiffs' Motion, however, seeks an entirely different category of information under this request relating to personal and program rules—features within XactAnalysis, a third-party reporting software related to the platform State Farm uses to assist its adjusters in estimating covered payments for covered damage. Mot. at 13-14. But the Petition is devoid of any reference to Xactimate or software "rules" State Farm allegedly uses to control adjuster behavior. This alone requires denying the Motion relating to RFP No. 25. While State Farm is willing to provide information on any personal rules (described below) that were triggered in the handling of Plaintiffs' claim, logic alone dictates that rules beyond those actually triggered cannot be relevant. *See City Nat'l. Bank*, 1990 OK CIV APP 89, ¶ 18, 804 P.2d 463.

Personal and program rules are specific features available in XactAnalysis. Managerial level employees can create "personal rules" that "set up notifications to inform [users] when events occur within a specified dataset and category."[15] Personal rules that were created but not "triggered" for Plaintiffs' claim are not relevant because the triggering event(s) ***did not occur***. State Farm does not

[15] XactAnalysis, Personal Rules Notifications, https://xactanalysis.helpdocs.io/l/enGB/article/r466mg37b2-personal-rule-notifications-en-gb.

track personal rules that were created but not triggered, so no such document exists or can be created.[16] In contrast, program rules are notifications related to claim assignments and service providers, which allow administrators "to set up notifications to inform [them] of issues with service providers and internal programs."[17] Based on its diligent investigation to date, State Farm does not and has not used program rules and, thus, does not have any information or documents responsive to RFP No. 25 on program rules. In any event, State Farm has no capability to provide a report of all options for program rules in XactAnalysis.

Moreover, ***even if*** State Farm could create a document listing all personal or program rules—which it cannot—compelling it to do so is contrary to not only Oklahoma case law, but also a bedrock principle of discovery that parties have no obligation to create documents that do not exist in the normal course of business. As numerous courts in this state have explained, "[i]f a responsive document truly does not exist, [a party] has no obligation to create one." *Hahn v. Ohio Sec. Ins. Co.*, No. 22-CV-00369-GKF-SH, 2023 WL 4824919, at *4 (N.D. Okla. July 27, 2023); *see also Terry v. Health Care Serv. Corp.*, No. CIV-18-0415-C, 2019 WL 1781420, at *4 (W.D. Okla. Apr. 23, 2019) ("Indeed, the Court cannot compel Plaintiffs to produce information that does not exist or that is not in Plaintiffs' possession, custody, or control.").

Quality Plans (RFPs 26, 32, and 41). RFPs 26, 32, and 41 (the "Quality Plans Requests") seek 6 years' worth of documents completely unrelated to the Quality Plan in effect at the time Plaintiffs' claim was determined. State Farm is willing to produce its Fire Property Quality Plan that was in effect on the date of loss, upon entry of an approved protective order; but, simply put,

[16] State Farm cannot produce a report of all personal rules that State Farm users have historically created, whether those rules were triggered or untriggered. The rules themselves are specific combinations of selections from drop-down menus, and users do not receive notifications when they simply create a rule.

[17] XactAnalysis, Program Rules Notifications, https://xactanalysis.helpdocs.io/l/enUS/article/tp5bm5g4m1-program-rule-notifications.

any State Farm plan that was either obsolete before Plaintiffs' claim was processed, or implemented after the claim was resolved, is irrelevant to how State Farm handled Plaintiffs' claim. As such, the Quality Plans Requests are overbroad, irrelevant, and disproportionate to the needs of this case in contravention of 12 O.S. § 3226(B)(1)(a).

Indemnity Requests (Rogs 11, 12, 14, 20, 21, and 24-27; RFPs 7, 13, 16-20, and 28). Plaintiffs broadly seek information about State Farm's alleged efforts to reduce indemnity payments on wind/hail claims, including cost/benefit analyses, data tracking, and metrics on roof replacements from 2010 or 2019 to present (the "Indemnity Requests"). In support, Plaintiffs misleadingly reference a 13-year-old document they allege shows that State Farm is engaged in a scheme to improperly lower indemnity payments. Mot. at 3. But Plaintiffs' counsel is aware from prior litigation that this document has nothing to do with claims handling or indemnity payments. As State Farm has repeatedly explained (and as the produced metadata confirms), Analyst Gina Prine authored this memo in March 2012 while in Claim Automation & Procedures, addressing possible acquisition and ***adjustment expense*** savings tied to purchasing Xactware's Service Pack 27.5 (for collecting roof dimensions), a product State Farm ultimately did not adopt. (Ex. 4, Declaration of Gina Prine).[18] Yet Plaintiffs' counsel continually mischaracterize this document as evidence of a scheme to improperly lower indemnity payments. Moreover, even if there was any evidence for such "scheme"—and there is none, because Plaintiffs' counsel have invented it—Plaintiffs do not explain how that "scheme" is relevant to this case, when there is no factual allegation tying State Farm's decision-making on Plaintiffs' claim to the alleged "scheme."

[18] Plaintiffs' counsel is also aware of deposition testimony where State Farm Team Manager Jacqueline Draper, explained that the document discusses "adjustment expenses. These are not true indemnity," and that "indemnity, in the true nature, is policyholder payments ... none of them reference anything to do with the policyholder payment." (Ex. 5, Tr. of Deposition of J. Draper, *Hosier v. State Farm*, at 395:6-22).

Setting aside that State Farm ***never*** attempts to improperly withhold payments it owes insureds and ***never*** incentivizes employees to do so—and that there is nothing wrong with improving quality to avoid overpayments, Plaintiffs' speculative allegations of a supposed "scheme" do not warrant discovery into company policies or tracking of roof replacements nationwide over 6 to 15 years. *Willis*, 2021 WL 8446071, at *2; *Ross*, 2015 WL 13622518, at *1. "Mere speculation that information might be useful will not suffice; litigants seeking to compel discovery must describe with a reasonable degree of specificity, the information they hope to obtain and its importance to their case." *Schultz v. Sentinel Ins. Co., Ltd.* No. 4:15-CV-04160-LLP, 2016 WL 3149686, at *3 (D.S.D. June 3, 2016) (citing *Cervantes v. Time, Inc.*, 464 F.2d 986, 994 (8th Cir. 1972)). Here, Plaintiffs have not demonstrated how the Indemnity Requests relate to State Farm's handling of their claim. This deficiency is fatal to the requests. Likewise, Plaintiffs fail to explain how broad metrics on roof replacements or national tracking of payment volumes and ratios are relevant to State Farm's claims decision in this case. Finally, analysis of engineering services is irrelevant, as State Farm did not use any such services when assessing Plaintiffs' claim.

Other Claims Requests (Rogs 3, 22, and 23). Despite the case specific inquiry necessary to evaluate a bad faith claim, Plaintiffs insist that State Farm identify, for the past 6 years across the state of Oklahoma: (1) all wind and hail claims, and related civil cases, where a full roof replacement was denied but later approved after litigation; and (2) the number of wind and hail claims where soft metal roof damage was found but did not qualify for a full replacement or did not exceed the deductible (the "Other Claims Requests"). Plaintiffs have not explained (nor can they explain) how other claims involving different policies and individuals, as well as different properties and different storms, are relevant to the issues in this case. *See City Nat'l. Bank*, 1990 OK CIV APP 89, ¶ 18, 804 P.2d 463. While Plaintiffs argue the requested discovery relates to the "scheme" alleged in the Petition, such far-reaching allegations do not justify burdensome discovery here absent a coherent showing that a purported scheme had an impact on this claim. Plaintiffs have not made such a showing. *See Schultz*, 2016 WL 3149686, at *3. *Even if* information regarding other insureds' claims had any relevance to this case, Rog 3 does not match the facts of this case where State Farm did not reverse its decision after Plaintiffs filed his lawsuit; and *even if* Rogs 22 and 23 possibly match Plaintiffs' claim, they would be unduly burdensome and vastly disproportionate to the needs of the case.

As set forth in the Declaration of Jacob Nimesgerm (Ex. 6),[19] claims materials are stored in State Farm's Enterprise Claim System ("ECS"). An electronic search of ECS identified 120,755 wind/hail claims in Oklahoma with a date of loss between January 1, 2019, and December 31, 2024. Ex. 6 at ¶4. However, ECS cannot be searched to identify claims "wherein a Total or Full Roof Replacement was denied prior to a lawsuit being filed" but was approved or paid after litigation, as requested by Rog 3. *Id.* at ¶6. While State Farm can filter for claims where a payment was made—92,146 claims—determining which meet the specific criteria of Rog 3 requires a manual review of each file. Similarly, ECS cannot identify claims with soft metal roof damage that did not exceed the deductible, as required by Rog 22. *Id.* at 7. State Farm can filter the 120,755 claims to those "Closed Without Payment"—27,764 claims—but further identifying claims that meet Rog 22's criteria is only possible through manual review. The same applies to Rog 23, which seeks claims where soft metal roof damage was found but the roof did not qualify for full replacement. *Id.* at 8. Of the 120,755 claims, 119,352 had a status of Paid or Closed Without Payment, but further filtering is not possible without manual review.

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[19] Identical Other Claims Requests were issued in *Hursh v. State Farm*. Therefore, State Farm submits the Declaration of Jacob Nimesgerm produced in that matter in support of its claim of burden here.

Claim file volume varies widely, from less than 100 pages to several thousand. Ex. 6 at 9. For context, the claim file at issue here totals 834 pages. Based on counsel's experience, reviewing a single claim file to determine whether a post-litigation payment was made takes about 10 minutes. Reviewing the 92,146 claims identified in Rog 3 would require at least 15,357 hours. For Rogs 22 and 23, each file would require 20 minutes to assess Plaintiffs' criteria. Reviewing 27,764 claims under Rog 22 would take over 9,254 hours, and 119,352 claims under Rog 23 would exceed 39,784 hours. Altogether, State Farm ***would spend more than 40,251*** attorney hours reviewing claim files to identify the requested information. Complying with any one of these discovery requests would require multiple reviewers and could cost millions of dollars in attorney fees—an extraordinary burden considering the factual allegations and amount in controversy represent only a fraction of the compliance cost. See *Hammond v. Lyndon S. Ins. Co.*, No. CIV-19-245-D, 2019 WL 6118269 (W.D. Okla. Nov. 18, 2019) (finding that the cost to review 6,753 responsive claim files outweighed any possible benefit, especially given the amount in controversy).

The cases cited by Plaintiffs (Mot. at 14-15) also do not support the Other Claims Requests; instead, they underscore the excessive breadth of those requests.[20] In *Jones v. Farmers Ins. Co., Inc.*, No. CIV-11-159-R, 2012 WL 12863976, at *2 (W.D. Okla. Feb. 29, 2012), the court

[20] *See, Reibert v. CSAA Fire & Cas. Ins. Co.*, No. 17-CV-350-CVE-JFJ, 2018 WL 279348, at *9 (N.D. Okla. Jan. 3, 2018) (specifically limiting requests relating to other claims to those ***directly in line*** with plaintiffs' allegations regarding its use of a specific third party engineer for a period of three years); *Magallan v. Zurich Am. Ins. Co.*, No. 16-CV-668-CVE-FHM, 2017 WL 3579209, at *1-2 (N.D. Okla. Aug. 18, 2017) (noting "the court defines similar claims much more narrowly," expressly limiting the plaintiff's requests for other claim files to those with fact patterns ***identical*** to the plaintiff's allegations); *Providence Church, Inc. v. GuideOne Ins.*, No. CIV-06-1201-D, 2008 WL 11338501, at *4-5, (W.D. Okla. Jan. 18, 2008) (finding that information regarding other "code upgrade" claims was relevant only when confined to circumstances ***closely matching*** those of the plaintiff's claim). *Vining v. Enters. Fin. Grp., Inc.*, 148 F.3d 1206 (10th Cir. 1998) and *Metzger v. Am. Fid. Assur. Co.*, No. CIV-05-1387-M, 2007 WL 4342082 (W.D. Okla. Dec. 7, 2007) did not even address discovery disputes and, instead, involved evidentiary rulings limiting the admissible evidence to conduct and fact patterns similar to those at issue. *Vining* 148 F.3d at 1218. In *Metzger*, the court limited evidence to the specific policy and benefits at issue, excluding broader evidence relating to nationwide claims and unrelated policies as overly broad. 2007 WL 4342082 at *1.

recognized that while pattern or practice evidence may be relevant, requiring a manual search of all "relevant" claims files imposed an undue burden. Upon reconsideration, the Court held that the burden of reviewing all claims files outweighed their minimal relevance. *See Jones v. Farmers Ins. Co., Inc.*, No. CIV-11-159-R (W.D. Okla. Apr. 20, 2012) ECF No. 86 (Ex. 7). The same reasoning applies here. Plaintiffs also misstate *Allstate Vehicle & Prop. Ins. Co. v. Russell*, 2025 OK 79, 579 P.3d 728. There, the Oklahoma Supreme Court did not address the production of claim files as relevant to pattern and practice allegations. The writ only challenged whether insured addresses could be disclosed and whether the plaintiffs properly served their request. *Allstate* thus offers no support regarding the relevance or proportionality of other claim files.

Productions in Other Lawsuits (RFP 44). Plaintiffs demand that State Farm produce every document it previously produced—or a court ordered it to produce—in **six separate unrelated lawsuits**. This "cloned discovery" is not only disfavored, but it also contravenes well-established authority holding that "wholesale duplicates of discovery produced in other litigation"—based solely on overlapping issues—fails to meet the relevance and proportionality standards. *TravelPass Grp., LLC v. Caesars Ent. Corp.*, No. 5:18-CV-153-RWS-CMC, 2020 WL 698538, at *6 (E.D. Tex. Jan. 16, 2020); *see also Goro v. Flowers Foods, Inc.*, No. 17-CV-02580-JLS-JLB, 2019 WL 6252499, at *18 (S.D. Cal. Nov. 22, 2019). Documents produced in other cases are *not* public materials, and RFP 44 thwarts the protective orders intended to safeguard confidential information in those cases. *See, e.g., Good v. Farmers Ins.* Co., 2023 OK CIV APP 28, ¶ 14, 536 P.3d 961, 970, reh'g denied (Mar. 13, 2023) (Rejecting request for productions in a different lawsuit because discovery materials are not public materials until admitted into evidence.).

III. CONCLUSION

WHEREFORE, State Farm respectively requests that this Court deny Plaintiffs' Motion.

Respectfully submitted,

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ATTORNEYS FOR DEFENDANT STATE FARM FIRE AND CASUALTY COMPANY

CERTIFICATE OF SERVICE

I certify that on January 27, 2026, a true and correct copy of the foregoing document was sent via U.S. mail, postage prepaid, to the following persons:

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6177792

EXHIBIT 1

IN THE DISTRICT COURT OF COMANCHE COUNTY
STATE OF OKLAHOMA

NEIL AND LACY WEST,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	Case No. CJ-2025-135
	)	
STATE FARM FIRE AND CASUALTY COMPANY; and NANCY HOLCOMB INS. AGENCY INC.,	)	
	)	
Defendants.	)	

DEFENDANT STATE FARM FIRE AND CASUALTY COMPANY'S RESPONSES AND OBJECTIONS TO PLAINTIFFS' FIRST SET OF DISCOVERY REQUESTS

Defendant State Farm Fire & Casualty Company ("State Farm" or "Defendant") submits the following answers, responses, and objections to Plaintiffs' First Set of Interrogatories, Requests for Production of Documents, and Requests for Admission.

PRELIMINARY STATEMENT AND GENERAL OBJECTIONS

State Farm's Responses are based on information and documentation presently available to State Farm and which State Farm believes, based on current information, to be relevant and reasonably responsive. State Farm anticipates that further investigation, research, and analysis will supply additional facts and documents, add meaning to known facts, and perhaps establish new factual conclusions, all of which may in turn lead to additions or changes to these Responses. Accordingly, State Farm reserves the right to amend these Responses as additional facts are ascertained, analyses are made, research is completed, and contentions become apparent. In addition, State Farm will fulfill its obligation to supplement these Responses pursuant to the Oklahoma Discovery Code.

OBJECTIONS TO PLAINTIFFS' DEFINITIONS

Objection to Plaintiffs' Definition—"Address/Telephone Number." State Farm objects to Plaintiffs' request for "both the current business and residential address and telephone number" of natural persons on the grounds that such information constitutes personally identifiable information sought in violation of those individuals' right to privacy. The business addresses and business telephone numbers of natural persons are sufficient to identify and contact potential witnesses.

Objection to Plaintiffs' Definition—"Claim." State Farm restates and incorporates its objection to Plaintiffs' definition of "document(s)" and applies it to Plaintiffs' definition of "claim." State Farm also objects to Plaintiffs' definition of "claim" to the extent it purports to impose obligations that exceed those set forth in the Oklahoma Discovery Code and seeks discovery regarding "all requests for indemnity to [State Farm]." State Farm further objects to this definition to the extent it seeks information that is not relevant to the claims and defenses in this case or that is not reasonably available or would be unduly burdensome to provide.

Objection to Plaintiffs' Definition—"Claim File." State Farm restates and incorporates its objection to Plaintiffs' definitions of "claim," "document(s)," and "communication(s)" and applies each to Plaintiffs' definition of "claim file." State Farm also objects to Plaintiffs' definition of "claim file" to the extent it purports to impose obligations that exceed those set forth in the Oklahoma Discovery Code and seeks discovery regarding any "claim for indemnity under a policy of insurance coverage [State Farm has] issued." In addition, State Farm objects to this definition to the extent it seeks information that is not relevant to the claims and defenses in this case or that is not reasonably available or would be unduly burdensome to provide. State Farm further states that it does not maintain a physical file folder with respect to most claims. Information regarding

Plaintiffs' Claim is created, stored, managed, and accessed primarily in and through the Enterprise Claims System ("ECS"), a proprietary web-based system used by State Farm claims associates. "Claim File" has a distinct meaning to State Farm based upon the portion of its Claim Procedures Guide that provides instructions on what to retrieve from ECS to generate a Claim File for production outside the ECS environment. State Farm maintains the information for each claim as required by 36 O.S. § 1250.4 ("Such files shall contain all notes and work papers pertaining to a claim in such detail that pertinent events and the dates of such events can be reconstructed.").

Objection to Plaintiffs' Definition—"Claims Handling Personnel." State Farm restates and incorporates its objection to Plaintiffs' definition of "claim" and applies it to Plaintiffs' definition of "claims handling personnel." In addition, State Farm objects to Plaintiffs' definition as vague and ambiguous as to what is meant by "performing work or services related to," "receipt," "response," "adjustment," "appraisal," and "handling of formal and informal disputes."

Objection to Plaintiffs' Definition—"Communication(s)." State Farm restates and incorporates its objection to Plaintiffs' definition of "document(s)" and applies it to Plaintiffs' definition of "communication(s)." State Farm objects to the inclusion of "oral" exchanges in Plaintiffs' definition of "communication(s)" on the grounds that the Oklahoma Discovery Code does not require State Farm to produce "communications" that do not already exist on a medium from which information can be obtained.

State Farm also objects to the inclusion of text or instant messaging system(s) and social media platform(s) in Plaintiffs' definition on the grounds that it would be unduly burdensome to produce such materials, which are not captured by State Farm in its ordinary course of business.

Objection to Plaintiffs' Definition—"Custodian(s)." State Farm restates and incorporates its objection to Plaintiffs' definition of "document(s)" and applies it to Plaintiffs' definition of "custodian(s)."

Objection and Response to Plaintiffs' Definition—"Document(s)." State Farm restates and incorporates its objection to Plaintiffs' definition of "communication(s)" and applies it to Plaintiffs' definition of "document(s)." Additionally, State Farm objects to Plaintiffs' definition of "document(s)" on the grounds that it is overly broad and unduly burdensome and to the extent Plaintiffs seek production of all identical copies of ESI. ESI is frequently duplicated and disbursed in the ordinary course of business, and discovery regarding all identical copies of ESI would be cumulative, duplicative, and impose unnecessary burdens without any benefit to the adjudication of this action. State Farm also objects to the extent that Plaintiffs seek production of ESI from sources that are not reasonably accessible, as such discovery would require extraordinary efforts that are not proportional to the scope of the matter.

State Farm also objects to the extent this definition seeks discovery regarding ESI that is ephemeral in nature, such as temporary computer files, log/history files, or file fragments, as the preservation and production of such things is not proportional to the needs of the case. State Farm objects to Plaintiffs' definition as overly broad, unduly burdensome, and beyond the scope of permissible discovery to the extent Plaintiffs purport to include system information not created by State Farm users, such as caches, cookies, or logs, or otherwise seek to require State Farm to record and/or provide discovery regarding records and information that are not ordinarily captured and/or are overwritten in the ordinary course of operating State Farm's computing systems.

State Farm objects to the inclusion of "every copy" in Plaintiffs' definition of "document(s)" on the grounds that copies are not universally relevant to the claims and defenses of a case and are likely to be cumulative or duplicative. To the extent that a copy is not a business record stored in a central repository in State Farm's ordinary course of business, discovery regarding "every copy" would not be proportional to the needs of the case.

Finally, State Farm objects to Plaintiffs' definition of "document(s)" to the extent it would require the production or disclosure of information protected from discovery by the attorney-client privilege, work-product doctrine, or other privileges recognized by law. Notwithstanding these objections, to the extent any responsive documents or ESI are produced, State Farm will produce reasonably accessible, relevant, non-privileged information in reasonably usable formats as set forth in State Farm's objections to the ESI Protocol.

Objection to Plaintiffs' Definition—"Employee." State Farm objects to Plaintiffs' definition of "employee(s)" to the extent it purports to impose obligations that exceed those set forth in the Oklahoma Discovery Code and seeks discovery from "all employees, past and present." State Farm further objects to this definition to the extent it seeks information that is not relevant to the claims and defenses in this case or that is not reasonably available or would be unduly burdensome to provide.

Objection to Plaintiffs' Definition—"Engineering Services." State Farm objects to Plaintiffs' definition of "Engineering Services" to the extent it purports to impose obligations that exceed those set forth in the Oklahoma Discovery Code. State Farm further objects to this definition to the extent it seeks information that is not relevant to the claims and defenses in this case or that is not reasonably available or would be unduly burdensome to provide. In addition, State Farm objects to this definition as vague and ambiguous as to what is meant by "any of which embraces such services or work."

Objection to Plaintiffs' Definition—"Identify" or "Identification" in reference to a corporation. State Farm objects to Plaintiffs' definition of "identify" or "identification" when used in reference to a "corporation, firm, or other entity" to the extent it purports to impose obligations that exceed those set forth in the Oklahoma Discovery Code. State Farm further objects to this definition to the extent it seeks information that is not relevant to the claims and defenses in this case or that is not reasonably available or would be unduly burdensome to provide.

Objection to Plaintiffs' Definition—"Identify" or "Identification" in reference to a meeting or conference. State Farm objects to Plaintiffs' definition of "identify" or "identification" to the extent it seeks information about "meeting[s] or conference[s]" that is overly broad and not relevant to the claims and defenses of any party. State Farm further objects to the definition on the grounds that it would be unduly burdensome to provide such detailed information for all "meeting[s] or conference[s]."

Objection to Plaintiffs' Definition—"Identify" or "Identification" in reference to a telephonic conversation. State Farm objects to Plaintiffs' definition of "identify" or "identification" to the extent it seeks information about "telephone communication[s]" that is overly broad and not relevant to the claims and defenses of any party. State Farm further objects to the definition on the grounds that it would be unduly burdensome to provide such detailed information for all discoverable "telephone communication[s]."

Objection to Plaintiffs' Definition—"Identify" or "Identification" in reference to a "writing." State Farm restates and incorporates its objection to Plaintiffs' definition of "document(s)" and applies it to Plaintiffs' definition of "identify" or "identification" when used in reference to a "writing." State Farm further objects that while capitalized, "Writing" is not separately defined in Plaintiffs' First Set of Discovery Requests.

In addition, State Farm objects to Plaintiffs' definition of "identify" or "identification" with respect to "writings" as overly broad and not relevant to the claims and defenses of any party. State Farm further objects to the definition on the grounds that it would be unduly burdensome to provide such detailed information for all discoverable "writings."

State Farm also objects to Plaintiffs' definition insofar as it seeks the "present location or custodian" of all discoverable "writings" on the grounds that the definition is overly broad and unduly burdensome and such information is not relevant to the resolution of the claims and defenses in this case. There are multiple ways that ESI may be held, stored, or used together by one or multiple custodians, such as on a shared or personal hard drive, in a container file, or in a database, and State Farm cannot reasonably catalogue and describe the information regarding any myriad of ways ESI may be held, stored, or used together without undue burden.

State Farm objects to Plaintiffs' definition of "identify" or "identification" insofar as it seeks details regarding "writings" that are "no longer [] in [State Farm's] possession or control" on the grounds that it is overly broad, unduly burdensome, and purports to impose obligations greater than those set forth in the Oklahoma Discovery Code. There is no basis to demand State Farm generally describe all requested information that may have existed at some time. State Farm further objects to this definition as unduly burdensome and beyond the scope of permissible discovery to the extent it purports to call for forensic investigation into computing devices or systems to determine or locate information indicating or evidencing ESI that was deleted or that is no longer accessible as active data on that device or system. State Farm further objects that ESI and/or documents that were deleted or no longer exist are not reasonably accessible, and discovery about the same would require extraordinary efforts that are not proportional to the scope of the matter. Furthermore, State Farm objects on the grounds that Plaintiffs' definition is not limited in time or scope and State Farm had no duty to preserve relevant information prior to the time this litigation was reasonably anticipated.

Finally, State Farm objects to this definition to the extent that it purports to require State Farm to provide information more properly requested via separate interrogatory.

Objection to Plaintiffs' Definition—"Identify" or "Identification" in reference to an "Oral Conversation." State Farm objects to Plaintiffs' definition of "identify" or "identification" to the extent it seeks information about "oral communication[s]" that is overly broad and not relevant to the claims and defenses of any party. State Farm further objects to the definition on the grounds that it would be unduly burdensome to provide such detailed information for all discoverable "oral communication[s]."

Objection to Plaintiffs' Definition—"Identify" or "Identification" in reference to an "individual natural person." State Farm objects to Plaintiffs' definition of "identify" or "identification" when used in reference to an "individual natural Person" insofar as it seeks the "residential address" of natural persons on the grounds that such information constitutes personally identifiable information sought in violation of those individuals' constitutional right to privacy. To the extent required to address the claims and defenses at issue in this case, the business addresses and business telephone numbers of natural persons will be sufficient to identify and contact potential witnesses.

Objection to Plaintiffs' Definition—"Relevant Time Period." State Farm objects to Plaintiffs' definition of "Relevant Time Period" to the extent it purports to impose obligations that exceed those set forth in the Oklahoma Discovery Code. State Farm further objects to this definition to the extent it seeks information that is not relevant to the claims and defenses in this case or that is not reasonably available or would be unduly burdensome to provide. State Farm will not produce any documents prior to one year prior to the date of loss or after the filing of the Petition unless otherwise stated in its responses.

Objection to Plaintiffs' Definition—"You." State Farm objects to Plaintiffs' definition of "You" to the extent it purports to impose obligations that exceed those set forth in the Oklahoma Discovery Code. State Farm further objects to this definition as overly broad to the extent it purports to include individuals "purporting to act on behalf" of various entities, individuals acting on behalf of "any merged or acquired predecessors, successors, and/or divested facilities, division, or subsidiaries of State Farm," and individuals "serving or having served on any governing board of any State Farm."

OBJECTIONS TO PLAINTIFFS' INSTRUCTIONS

Objection to Plaintiffs' Instruction No. 1. State Farm restates and incorporates its objection to Plaintiffs' definition of "document(s)" and applies it to Plaintiffs' Instruction No. 1. State Farm also objects to Plaintiffs' Instruction No. 1 to the extent it purports to impose obligations that exceed those set forth in the Oklahoma Discovery Code. State Farm will provide documents and information within its possession, custody, and control in accordance with the Oklahoma Discovery Code.

Objection to Plaintiffs' Instruction No. 2. State Farm objects to Plaintiffs' Instruction No. 2 to the extent it purports to impose obligations that exceed those set forth in the Oklahoma Discovery Code. State Farm will fulfill its obligation to supplement these Responses pursuant to the Oklahoma Discovery Code.

Objection to Plaintiffs' Instruction No. 4. State Farm objects to Plaintiffs' Instruction No. 4 on the grounds that it exceeds the parameters of the Oklahoma Discovery Code. State Farm will state its Objections and Responses to the Requests in accordance with the Oklahoma Discovery Code and substantive law.

Objection to Plaintiffs' Instruction No. 5. State Farm restates and incorporates its objection to Plaintiffs' definition of "document(s)" and applies it to Plaintiffs' Instruction No. 5. State Farm also objects to Plaintiffs' Instruction No. 5 on the grounds that it exceeds the parameters of the Oklahoma Discovery Code. State Farm will state its Objections and Responses to the Requests in accordance with the Oklahoma Discovery Code and substantive law.

Objection to Plaintiffs' Instruction No. 6. State Farm objects to Plaintiffs' Instruction No. 6 on the grounds that it exceeds the parameters of the Oklahoma Discovery Code. State Farm will state its Objections and Responses to the discovery in accordance with the Oklahoma Discovery Code and substantive law.

Objection to Plaintiffs' Instruction No. 7. State Farm restates and incorporates its objection to Plaintiffs' definition of "document(s)" and applies it to Plaintiffs' Instruction No. 7. State Farm also objects to Plaintiffs' Instruction No. 7 on the grounds that the inclusion of "no longer [] in [State Farm's] possession or control" is overly broad and because it imposes obligations that are unduly burdensome and greater than those set forth in the Oklahoma Discovery Code. State Farm further objects to Plaintiffs' Instruction No. 7 on the grounds that it exceeds the parameters of the Oklahoma Discovery Code and because State Farm had no duty to preserve relevant information prior to the time this litigation was reasonably anticipated. State Farm will state its Objections and Responses to the discovery in accordance with the Oklahoma Discovery Code and substantive law.

Objection to Plaintiffs' Instruction No. 8. State Farm restates and incorporates its objection to Plaintiffs' definition of "document(s)" and applies it to Plaintiffs' Instruction No. 8.

In addition, State Farm restates and incorporates its objections to Plaintiffs' ESI Protocol and applies them to Plaintiffs' Instruction No. 8. State Farm also restates and incorporates its objection to Plaintiffs' Instruction No. 9 and applies it to Plaintiffs' Instruction No. 8. State Farm further objects to Plaintiffs' Instruction No. 8 to the extent it seeks to unilaterally dictate a form of production. State Farm will produce documents and ESI in accordance with the Oklahoma Discovery Code.

Objection to Plaintiffs' Instruction No. 9. State Farm restates and incorporates its objection to Plaintiffs' definition of "document(s") and applies it to Plaintiffs' Instruction No. 9. In addition, State Farm objects to Plaintiffs' Instruction No. 9 to the extent it seeks to unilaterally dictate a form of production. State Farm will produce documents and ESI in accordance with the Oklahoma Discovery Code.

Objection to Plaintiffs' Instruction No. 10. State Farm objects to Plaintiffs' Instruction No. 10 to the extent it purports to impose obligations that exceed those set forth in the Oklahoma Discovery Code. To the extent State Farm withholds any information on the basis of privilege, State Farm will provide a privilege log in accordance with the Oklahoma Discovery Code.

Objection to Plaintiffs' Instruction No. 11. State Farm objects to Plaintiffs' Instruction No. 11 as overly broad and unduly burdensome and seeks information that is neither relevant to the resolution of the claims and defenses in this case nor proportional to the needs of the case on the grounds that it requires State Farm to provide information and documents relating to "all States of the United States in which [State Farm] conduct[s] business."

Objection to Plaintiffs' Instruction No. 12. State Farm restates and incorporates its objection to Plaintiffs' definition of "Relevant Time Period" and applies it to Plaintiffs' Instruction No. 12.

OBJECTIONS TO PLAINTIFFS' ESI PROTOCOL

Objection to Plaintiffs' "ESI Protocol." State Farm objects to Plaintiffs' attempt to unilaterally impose an "ESI Protocol" in their Instructions and Exhibit 1 to govern the scope of discovery. The Oklahoma Discovery Code addresses the form of production of ESI and does not require parties to produce ESI in any particular way or allow requesting parties to unilaterally dictate a form of production. Instead, it allows the requesting party to specify a form of production and, in response, the producing party can object and state the form of production it intends to make. 12 O.S. § 3234(B)(1)(c)-(d). In fact, Oklahoma law only requires that the format be "reasonably usable" and further provides that "a party need not produce the same electronically stored information in more than one form." 12 O.S. § 3234(A)(1)(a) and § 3234(B)(2)(e).

State Farm further objects to Plaintiffs' "ESI Protocol" because it exceeds the scope of permissible discovery and imposes obligations above and beyond those set forth under the Oklahoma Discovery Code. State Farm also objects to Plaintiffs' ESI Protocol to the extent it requires the production of documents or discovery of information that is not reasonably accessible to State Farm on the ground that such discovery would require extraordinary efforts that are not proportional to the scope of this matter. 12 O.S. § 3226(B); *Werner Enter., Inc. v. Kirkland et al.*, No. 122,385 (Okla. Sept. 24, 2024) ("Respondent, any other assigned judge, or a special master appointed by the district court shall review the discovery requests at issue and consider the proportionality facts stated in 12 O.S. Section 3226 (B)(2)(c) along with all other statutory requirements before ruling on the discovery disputes."). State Farm objects to Plaintiffs' "ESI Discovery Protocol," attached as Exhibit 1 for the same reasons.

To the extent ESI is produced, State Farm will produce reasonably accessible, relevant, non-privileged information in image format, accompanied by document-level text files containing searchable text (either extracted text or text created with optical character recognition ("OCR")). The information pertinent to the claims and defenses in this case can be found in the text of the documents and is not generally found in metadata and Plaintiffs have not set forth any basis or arguments to the contrary. Notwithstanding State Farm's objections and format set forth above, where applicable, metadata load files will be produced in .DAT file format and image load files in .OPT format (i.e., industry standard "Concordance" formatted load files). The exceptions to this approach are:

- State Farm will produce responsive, non-privileged, and unredacted spreadsheets (e.g., Microsoft Excel files) in native format.
- State Farm will produce responsive, redacted Excel-file documents in near-native format with redacted text, unless doing so would be unduly burdensome or render the file(s) unusable, in which case State Farm will seek to meet and confer with Plaintiffs on the proper redaction method.
- State Farm will produce responsive, non-privileged, and unredacted ESI maintained in presentation formats (e.g., Microsoft PowerPoint) in native format if relevant information exists that cannot be displayed on an image (e.g., animations or embedded audio files).
- State Farm will produce responsive, redacted ESI maintained in presentation formats (e.g., Microsoft PowerPoint) as image files with redacted text, unless doing so would be unduly burdensome or render the file(s) unusable, in which case State Farm will seek to meet and confer with Plaintiffs on the proper redaction method.
- State Farm may choose to produce ESI that is difficult or impracticable to render in Bates stamped image format, such as video or audio files, in native format.

To the extent there is a need for any deviation from the above, State Farm will meet and confer and negotiate in a good faith effort to resolve the dispute with Plaintiffs' counsel.

Objection and Response to Plaintiffs' Definition of "Electronically Stored Information." State Farm restates and incorporates its objections to Plaintiffs' definitions of "document(s)" and "communication(s)," and applies each to Plaintiffs' definition of "Electronically Stored Information."

Objection to Plaintiffs' ESI Production No. 1. State Farm objects to Plaintiffs' ESI Production No. 1 on the grounds that the Oklahoma Discovery Code addresses the form of production of ESI and does not require parties to produce ESI in any particular way or allow requesting parties to unilaterally dictate the form of production. State Farm will produce ESI in a reasonably usable format as set forth above, which is all the Oklahoma Discovery Code requires.

Objection to Plaintiffs' ESI Production No. 2. State Farm restates and incorporates its objections to Plaintiffs' definitions of "document(s)," and "communication(s)," and applies each to Plaintiffs' ESI Production No. 2. State Farm further restates and incorporates its General Objection to Plaintiffs' ESI Protocol and applies it to Plaintiffs' ESI Production No. 2.

Objection to Plaintiffs' ESI Production No. 3. State Farm restates and incorporates its objections to Plaintiffs' definitions of "document(s)," and "communication(s)," and applies each to Plaintiffs' ESI Production No. 3. State Farm further restates and incorporates its General Objection to Plaintiffs' ESI Protocol and applies it to Plaintiffs' ESI Production No. 3.

OBJECTIONS TO PLAINTIFFS' PROTECTIVE ORDER STATEMENT

State Farm objects to Plaintiffs' unilateral and self-serving statements and conclusions concerning their hugely overly broad discovery requests seeking State Farm's confidential and proprietary institutional documents that have no relevance to Plaintiffs' claim and are vastly disproportionate even if they were relevant. State Farm objects further because, contrary to Plaintiffs' contention, Oklahoma law expressly grants courts permission to enter protective orders protecting the use of confidential information produced during discovery. 12 O.S. § 3226(C)(g); *YWCA of Oklahoma City v. Melson*, 1997 OK 81, ¶¶ 18-24 n.41, 944 P.2d 304, 310-11 n.41 (holding that the need for pretrial disclosure should "be harmonized" with a party's "right of privacy," and preventing public disclosure of sensitive information "is sufficient justification for the authorization of protective orders"); *State ex rel. Oklahoma State Bd. of Med. Licensure & Supervision v. Rivero*, 2021 OK 31, ¶ 79, 489 P.3d 36, 64 (explaining that courts' authority under Section 3226(c) to enter protective orders has "conceptual origins in [its] counterparts found in" Rule 26 of the Federal Rules."). State Farm will thus not produce documents it deems to be Confidential until the entry of a mutually acceptable protective order unless otherwise ordered by the Court. State Farm is submitting a proposed protective order with these discovery responses.

For purposes of its below Responses to Plaintiffs' specific Requests, and to avoid repeating its objections stated in these introductory sections, State Farm's above General Objections, Objections to Plaintiffs' Definitions, Objections to Plaintiffs' Instructions, Objections to Plaintiffs' ESI Protocol and Objections to Plaintiffs' Protective Order Statement shall be collectively referred to as "State Farm's Universal Objections."

INTERROGATORIES

INTERROGATORY NO. 1: Provide the name, address, and job title of any Claims Handling Personnel who were involved with, adjusted, managed, supervised, investigated, worked on, reviewed, or provided any work or oversight on any aspect of Plaintiffs' Claim or the handling thereof.

ANSWER TO INTERROGATORY NO. 1: State Farm objects to the Interrogatory on the grounds that it is vague, ambiguous, and overly broad in scope. State Farm further objects to this Interrogatory to the extent that it seeks confidential, proprietary business information and/or documentation.

Subject to these objections and State Farm's Universal Objections, State Farm states that the persons involved in the claim and their role is as reflected in the claim file being produced herewith, Bates numbered SFF&CC/West_000054-000887, and Plaintiffs can review the file and determine whose work meets the categories identified by Plaintiffs. However, the claim representative for this claim was External Claims Resource Cedric Gooch of Eberl. He was assigned to investigate and evaluate Plaintiffs' claim with the supervision of External Claim Resource Team Manager ("TM") Max Balser. As reflected in the claim notes, Gooch inspected Plaintiffs' property on September 28, 2023 and prepared an estimate to reflect the damage identified. Thereafter, the claim was re-assigned to State Farm's Wind and Hail Reconciliation Unit ("WHRU"). The WHRU is a team environment and follow-up claim activity is undertaken by the individual in the group available at the time without individual claim assignments, though with complete access to all prior claim activity. Some of the claim personnel are employees of State Farm and some are employees of external vendors who provide claim assistance to State Farm. Thus, there are multiple claim personnel in the file whose involvement was primarily to follow-up on information received from Plaintiffs, their contractor, or their public adjuster. The work of each of the individuals who reviewed or took any action on Plaintiffs' claim and the specific action he or she took is reflected in the claim notes produced and Bates numbered SFF&CC/West_000069–000077, along with any related documents. In March 2024, Plaintiffs submitted a contractor's estimate and photos and requested a second inspection. Claim Specialist ("CS") Kristin Haun reviewed the submitted information and found it did not support a second inspection. CS Haun did update State Farm's estimate to allow for additional payments related to repairs for interior damage and issued a supplemental claim payment. Plaintiffs submitted additional photos, which were reviewed by CS Temicka Collett who determined they did not reflect accidental direct physical loss to the shingles, so State Farm's decision remained unchanged. CS Alexis Napoles later talked with Plaintiffs' contractor and reviewed photos provided by the contractor and assigned the claim to the field to review for a possible second inspection. CS Christy Mebane reviewed the claim and photos, with the supervision of TM Jason Taylor. They determined the pictures did not support a second inspection. CS Mebane conveyed the decision to Plaintiffs. The claim was reassigned to the WHRU. In April 2024, Plaintiffs' public adjuster requested a copy of Plaintiffs' policy and declaration pages. CS Erica Berndtson arranged for the documents to be sent to the public adjuster. Plaintiffs' contractor submitted photos once again and requested a second inspection. These photos were reviewed by CS Yasiin Bradley, who determined they did not support a second inspection.

INTERROGATORY NO. 2: If State Farm maintains Plaintiffs failed to comply with the terms of the Policy, please set forth (a) the facts that support such contention; (b) all persons with knowledge to support such contention; and (c) all documents or other evidence that may support such contention.

ANSWER TO INTERROGATORY NO. 2: State Farm objects to the Interrogatory as overbroad because it is not limited to the time period of the handling of Plaintiffs' property claim or to the property claim that is at issue in this litigation. Further, discovery has just begun, and all facts and history regarding the insurance policy and property, Plaintiffs' conduct following the loss, and other issues are not fully known. State Farm will produce information regarding the insurance claim at issue in the Petition only. State Farm additionally objects to this Interrogatory as invasive of the attorney-client privilege and/or work-product doctrine and because it improperly seeks a legal conclusion and application of law to specific facts, which is premature and is not required in the early stages of this litigation. State Farm also objects to this Interrogatory because it improperly asks State Farm to marshal its evidence.

Subject to these objections and State Farm's Universal Objections, State Farm states that Plaintiffs did not comply with the "Duties After Loss" provision of the Policy (Section I – Conditions, p. 20), requiring that "[a]fter a loss to which this insurance may apply, [Plaintiffs] must cooperate with [State Farm] in the investigation of the claim" and see that certain duties are performed, including but not limited to, "giv[ing] immediate notice" of the claim to State Farm. Plaintiffs also did not comply with the Suits Against Us provision (Section I – Conditions, ¶ 6, p. 22), providing that "[n]o action will be brought against [State Farm] unless there has been full compliance with all of the policy provisions. Any action by any party must be filed within one year after the date of loss or damage." Plaintiffs reported that their property was damaged by a storm on June 15, 2023 but did not report the claim to State Farm until July 28, 2023. After receiving the claim, State Farm attempted to contact Plaintiffs multiple times by phone and letter. Claim representatives were not able to connect with Plaintiffs to discuss their claim until September 16, 2023. Additionally, the lawsuit was filed on February 28, 2025—more than one year after the date of loss.

Furthermore, Plaintiffs' demand that State Farm pay to repair or replace items that did not sustain accidental direct physical loss as required by the Policy (Section I – Losses Insured, p. 12) before requested benefits are owed does not satisfy the Policy's terms. The information that supports State Farm's position is in the Policy, being produced herewith, Bates numbered SFF&CC/West_000001-000053, and in the claim file also being produced herewith, Bates numbered SFF&CC/West_000054-000887. State Farm further states that the persons with knowledge of Plaintiffs' failure to comply with the terms of the Policy include ECR Cedric Gooch, ECR Max Balser, CS Kristin Haun, CS Temicka Collett, CS Christy Mebane, TM Jason Taylor, and CS Yasiin Bradley. State Farm is not presently aware of other provisions of the Policy with which Plaintiffs have failed to comply but reserves the right to identify other non-compliance if it becomes known.

INTERROGATORY NO. 3: Please identify all Wind/Hail Claims and corresponding civil cases in Oklahoma since January 1, 2019 wherein a Total or Full Roof Replacement was denied prior to a lawsuit being filed, but was subsequently approved and/or paid to an insured after the insured filed a civil lawsuit against State Farm.

ANSWER TO INTERROGATORY NO. 3: State Farm objects to the Interrogatory on the grounds that it seeks information that is neither relevant to the resolution of the claims and defenses in this case nor proportional to the needs of the case. It is also overly broad and the search for and production of such information would be unduly burdensome. Specifically, the Interrogatory is overly broad and irrelevant to the extent it seeks information regarding the claims of other insureds, arising under different facts, circumstances, policies, and dates; relating to insureds who have not placed their claims or the personal sensitive information pertaining to their homes and homeowner's claim at issue in this litigation; and involving information about individuals other than the claims personnel who adjusted the subject claim. The investigation and evaluation of other claims will neither prove nor disprove any allegations in this action, as each claim is handled on its own individual facts.

State Farm also objects to this Interrogatory to the extent it seeks confidential, proprietary, and/or trade secret information, or information protected by the attorney client privilege, work product doctrine, and/or other legal privileges. State Farm stands on its objections.

INTERROGATORY NO. 4: Describe with specificity, in detail, and by date any and all inspection(s) conducted by any of the named defendants, or anyone acting on their behalf, of the Insured Property at the inception of replacement cost coverage being sold and upon any renewal.

ANSWER TO INTERROGATORY NO. 4: State Farm objects to the Interrogatory because the condition, State Farm's knowledge of the condition, and inspections of Plaintiffs' house, in addition to any other information encompassed in the discovery request, presume obligations that do not exist and encompass information that is not relevant or proportional to the needs of the case. The scope and particularities of what is requested are also vague, ambiguous, overly broad, and unduly burdensome as written. State Farm objects to producing underwriting information on the ground that it is neither relevant nor proportional, as there is no dispute that the applicable policy was in effect on the date of loss.

Also, it must be noted that "[t]here are no Oklahoma cases which have concluded that the tort of bad faith encompasses non-claims related conduct—sales, pricing and underwriting practices . . . ." Moreover, the Oklahoma Supreme Court has concluded that "'the conduct of the insurer and the agent in selling and issuing the policy, cannot give rise to the tort of bad faith breach of insurance contract.'" *Miller v. Farmers Ins. Grp.*, No. CIV-10-466-F, 2012 WL 8017244, at *14 (W.D. Okla. Mar. 22, 2012) (citation omitted). The Request also seeks information which may be in the possession of persons other than State Farm, including, in some instances, Plaintiffs. To the extent such information exists, it may also encompass confidential and proprietary information of State Farm or third parties and potentially information protected by the attorney-client privilege or work-product doctrine.

Subject to these objections and State Farm's Universal Objections, State Farm will produce the Policy which describes the relationship with the Plaintiffs as it relates to policy issuance and inspections and the Underwriting File for this Policy, which will reflect underwriting inspections of the property if they exist.

<u>INTERROGATORY NO. 5</u>: Identify all policies, procedures, guidelines, manuals and/or training materials, which You used to train any of the Claims Handling Personnel involved with the Claim in any way.

ANSWER TO INTERROGATORY NO. 5: State Farm objects to the Interrogatory as vague, ambiguous, and overly broad with respect to the use of the terms "all policies, procedures, guidelines, manuals and/or training materials." State Farm further objects to this Interrogatory on the grounds that it is overly broad in scope (not limited to materials applicable to the specific insurance claim and/or coverages at issue in this litigation), time (not limited to a reasonable period of time), and geographic area (not limited to materials applicable to Oklahoma); potentially unduly burdensome; and seeks information that is neither relevant to the claims/defenses of any party nor proportional to the needs or issues in this case.

State Farm's procedures are intended to provide guidance, but each claim is handled on its own merits. Moreover, training materials that were obsolete on the date of loss, pertain only to other losses, and/or pertain only to other areas of the country, are not relevant to the matters at issue in this case. State Farm additionally objects to this Interrogatory to the extent it seeks documents authored and/or copyrighted by entities that are not parties to this litigation, which State Farm is not at liberty to produce. Finally, State Farm objects to this Interrogatory to the extent it seeks confidential, proprietary business information and/or trade secrets. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable.

Subject to these objections and State Farm's Universal Objections, and upon entry of an approved protective order, State Farm will produce the relevant parts of the claim handling procedures that may have been used to adjust claims alleged to have arisen from the weather event that occurred on the date of loss. This includes the Estimatics and Claim Handling Practices ("ECHP")—a compilation of claim handling procedures that State Farm prepares in connection with weather events, such as the one here.

INTERROGATORY NO. 6: Identify all State Farm management and/or executive employees who served on the Fire Model Enhancement - Wind/Hail team and/or the Wind and Hail Fire Model Enhancement Team and/or the Hail Focus Initiative team. Please include titles and job descriptions for all such employees and dates of service.

ANSWER TO INTERROGATORY NO. 6: State Farm objects to the Interrogatory because it is overly broad and seeks information that is not relevant to any party's claims or defenses or proportional to the needs of this action. In particular, the requested information is not probative of the reasonableness of State Farm claim handling and determination under the facts of this case nor is it probative of whether Plaintiffs' property, and which parts, were in fact damaged by wind and/or hail. State Farm further objects to this Interrogatory as vague and ambiguous, particularly with regard to what is meant by the conflated references to teams and initiatives as well as "management," overly broad in time, and unduly burdensome because State Farm does not maintain a historical and comprehensive list of individuals who assisted with Wind/Hail Fire Model Enhancement, and that changed over time. State Farm stands on its objections.

INTERROGATORY NO. 7: Identify all third-party entities or individuals who consulted with State Farm management and/or executive employees relating to the Fire Model Enhancement - Wind/Hail team and/or the Wind and Hail Fire Model Enhancement Team and/or the Hail Focus Initiative team. Please include titles and job descriptions for all third-party entities or individuals and disclose whether there existed or exists any agreement or contract with any such entity or individual.

ANSWER TO INTERROGATORY NO. 7: State Farm objects to the Interrogatory because it is overly broad and seeks information that is not relevant to any party's claims or defenses or proportional to the needs of this action. In particular, the requested information is not probative of the reasonableness of State Farm claim handling and determination under the facts of this case nor is it probative of whether Plaintiffs' roof or other property was in fact damaged by wind and/or hail, and to what degree.

State Farm further objects to this Interrogatory as vague and ambiguous, particularly with regard to what is meant by the conflated references to teams and initiatives as well as "consulted," overly broad in time, and unduly burdensome because State Farm does not maintain a historical and comprehensive list of individuals involved with Fire Model Enhancement. State Farm stands on its objections.

INTERROGATORY NO. 8: If State Farm contends that damage to the Insured Property was pre-existing or unrelated to the hail damage, please set forth (a) the facts that support such contention; (b) all persons with knowledge to support such contention; and (c) all documents or any other evidence that may support such contention.

ANSWER TO INTERROGATORY NO. 8: State Farm objects to Interrogatory No. 8 because it is vague and ambiguous as to what is meant by "pre-existing" damage and assumes obligations of State Farm which do not exist. Inquiries as to "pre-existing" damage seek information which is not relevant to any party's claim or defenses or reasonably calculated to lead to the discovery of admissible evidence, and discovery related thereto is not proportional to the needs of the case. The Policy requires the existence of accidental direct physical loss which did not exist as to the shingles and State Farm had no obligation to determine what it was instead. Further, the requested information is overly broad and unduly burdensome generally and for the same reason.

Subject to these objections and State Farm's Universal Objections, State Farm's assessment of the conditions of the roof as part of its claim inspection is included in the claim file being produced herewith, Bates numbered SFF&CC/West_000054-000887. State Farm further states that the persons with knowledge of State Farm's assessment of the conditions of Plaintiffs' roof as part of its inspection include ECR Cedric Gooch, ECR Max Balser, CS Kristin Haun, CS Temicka Collett, CS Christy Mebane, TM Jason Taylor, and CS Yasiin Bradley.

INTERROGATORY NO. 9: Identify and describe all training, information, and/or dissemination of information provided to State Farm agents nationwide regarding the Fire Model Enhancement -Wind/Hail, the Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiative from January 1, 2019 until the present time. If such training, information or dissemination is conducted or transmitted via an entity other than State Farm, please identify and describe such entity and the process of dissemination to State Farm agents.

ANSWER TO INTERROGATORY NO. 9: State Farm objects to the Interrogatory because it impermissibly assumes facts and is vague and ambiguous as to what is meant by "all training, information, or dissemination of information" and the various conflated references to teams and initiatives. State Farm further objects to this Interrogatory as it has no relevance to the facts or handling of the claim underlying this lawsuit. The claim sued upon involves a dispute as to whether and what extent the roof of Plaintiffs' house was damaged by wind and/or hail. State Farm further objects to this Interrogatory as overly broad, unduly burdensome, and as seeking information that is confidential, proprietary, and/or trade secret information of State Farm. State Farm stand on its objections.

INTERROGATORY NO. 10: Identify all training You have provided to any captive agent regarding the marketing, sale, procurement, and or binding of homeowners insurance coverage in Oklahoma since January 1, 2019.

ANSWER TO INTERROGATORY NO. 10: State Farm objects to this Interrogatory as it seeks information that has no relevance to the facts or handling of the claim underlying this lawsuit or to a valid claim in the Petition. There is no question that the policy was issued and that it applies to wind and hail claims. The claim sued upon involves a dispute as to whether and what extent the roof of Plaintiffs' house was damaged by wind and/or hail. State Farm's underwriting requirements and sales training materials are not probative on that dispute. State Farm also objects to the Interrogatory because it is vague and ambiguous. State Farm further objects to this Interrogatory as overly broad, unduly burdensome, and as seeking information that is confidential, proprietary, and/or trade secret information of State Farm.

INTERROGATORY NO. 11: Identify all Analyses, including Cost/Benefit Analysis, You conducted or commissioned concerning Your adjustment and/or handling of wind- and/or hailstorm claims in Oklahoma since 2010.

ANSWER TO INTERROGATORY NO. 11: State Farm objects to the Interrogatory on the grounds that it improperly assumes facts and is vague and ambiguous, specifically with respect to the terms "Analyses," "Analysis" and "commissioned." State Farm further objects because this Interrogatory seeks information that is neither relevant to the resolution of the claims and defenses in this case nor proportional to the needs of the case. Specifically, the Interrogatory is seeking "all" with respect to vague and potentially broad categories of documents and information for a total of 15 years and is thus overly broad and unduly burdensome either in volume or in efforts to locate, or both. Moreover, State Farm objects to this Interrogatory to the extent it seeks confidential, proprietary business information and/or trade secret information, and to the extent it seeks information potentially protected by the attorney-client privilege, work product doctrine, and/or other legal privileges. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable. State Farm stands on its objections.

INTERROGATORY NO. 12: Identify all Analyses, including Cost/Benefit Analysis, You conducted or commissioned concerning Your use of Haag Engineering, Haag Education, and/or any other Haag enterprise or subsidiary with regard to wind- and/or hailstorm claims in Oklahoma.

ANSWER TO INTERROGATORY NO. 12: State Farm objects to the Interrogatory on the grounds that it improperly assumes facts and is vague and ambiguous, specifically with respect to the terms "Analyses," "Analysis" and "commissioned." State Farm also objects to the Interrogatory on the grounds that it seeks information that is neither relevant to the resolution of the claims and defenses in this case nor proportional to the needs of the case. Haag Engineering had no involvement in this claim. Further, the Interrogatory is overly broad in scope (not limited to information applicable to the specific insurance claim and/or coverages at issue in this litigation; not limited to information pertinent to the claims personnel who adjusted the subject claim) and time (not limited to a reasonable period of time). Moreover, State Farm objects to this Interrogatory to the extent it seeks confidential, proprietary business information and/or trade secret information, and to the extent it seeks information potentially protected by the attorney-client privilege, work product doctrine, and/or other legal privileges. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable. State Farm stands on its objections.

INTERROGATORY NO. 13: Identify and describe in detail the Fire Model Enhancement-Wind/Hail, the Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiative with a similar title. Please outline and describe how any such team or initiative was created and/or implemented and any Analyses, including Cost/Benefit Analysis, you performed regarding such implementation.

<u>**ANSWER TO INTERROGATORY NO. 13**</u>: State Farm objects to the Interrogatory because it impermissibly assumes facts and is vague and ambiguous in its conflated references to teams and initiatives as well as "created and/or implemented" and "any Analyses." State Farm also objects to this Interrogatory on the grounds that it is overly broad and unduly burdensome and seeks information that is neither relevant to the resolution of the claims and defenses in this case nor proportional to the needs of the case. Specifically, the Interrogatory is overly broad and irrelevant to the extent it seeks documents and communications without any time or geographic restrictions, regarding the claims of other insureds, arising under different facts, circumstances, policies, and dates, relating to insureds who have not placed their claims or the personal sensitive information pertaining to their homes and homeowners' claims at issue in this litigation; and involving information about individuals other than the claims personnel who adjusted the subject claim. The investigation and evaluation of other claims will neither prove nor disprove any allegations in this action, as each claim is handled on its own individual facts.

State Farm also objects to this Interrogatory to the extent it seeks confidential, proprietary, and/or trade secret information, or information protected by the attorney-client privilege, work product doctrine, and/or other legal privileges. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable. State Farm stands on its objections.

<u>**INTERROGATORY NO. 14**</u>: Identify all Analyses, including Cost/Benefit Analysis, concerning Your use of Engineering Services with regard to wind- and/or hailstorm claims in Oklahoma.

<u>**ANSWER TO INTERROGATORY NO. 14**</u>: State Farm objects to the Interrogatory on

the grounds that it improperly assumes facts and seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case. There were no engineers or engineering services involved in the inspection or evaluation of this claim. Further, the Interrogatory is overly broad in scope (seeking "all" with respect to broadly defined categories of documents; not limited to information applicable to the specific insurance policy claim and/or coverages at issue in this litigation; not limited to information pertinent to the claims personnel who adjusted the subject claim) and time (not limited to a reasonable period of time). State Farm further objects to this Interrogatory because it is vague and ambiguous with respect to the use of the terms "Analyses," "Analysis" and "use of." Moreover, State Farm objects to this Interrogatory to the extent it seeks confidential, proprietary business information and/or trade secrets, or information containing attorney work product and/or that is protected by the attorney client or other legal privileges. Further, depending on the interpretation of the Interrogatory, it may be unduly burdensome. Plaintiffs have not established that such information, if any exists, is probative of any issue in the case, or therefore, discoverable. State Farm stands on its objections.

INTERROGATORY NO. 15: Identify any investigation, audit, and/or review You conducted or commissioned into HAAG following

a. the jury's verdict in *Watkins v State Farm*;

b. the jury's verdict in *Nicolau vs State Farm*; and/or

c. the Mississippi Attorney General's Investigation and/or U.S Attorney's investigation into Your handling of claims arising from hurricanes Katrina and/or Rita.

ANSWER TO INTERROGATORY NO. 15: State Farm objects to the Interrogatory on the grounds that it seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case. Specifically, the Interrogatory is overly broad in scope (not limited to materials applicable to the specific insurance claim and/or coverages at issue in this litigation; not limited to materials pertinent to the claims personnel who adjusted the subject claim), time (not limited to a reasonable period of time, given the events referenced in (a) — (c) above took place 18, 27, and 18 years ago, respectively, long before this action was filed; and geographic area (not limited to materials applicable to Oklahoma). Moreover, Haag Engineering did not inspect or provide an engineering or other opinion on Plaintiffs' claim.

State Farm also objects to this Interrogatory as vague and ambiguous, especially as to the terms/phrases "any investigation, audit, and/or review You conducted or commissioned," and to the extent it seeks confidential, proprietary business information and/or trade secrets, or information containing attorney work product and/or that is protected by the attorney client or other legal privileges. And, the search for any such information would be unduly burdensome. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable. State Farm stands on its objections.

<u>INTERROGATORY NO. 16</u>: Identify any investigation, audit, and/or review You conducted or commissioned into the following:

a. HAAG'S objectivity and/or bias

b. Your relationship with HAAG

c. Your continued use of HAAG

d. Your moratorium on Your use of HAAG

<u>ANSWER TO INTERROGATORY NO. 16</u>: State Farm objects to the Interrogatory on the grounds that it seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case. Specifically, the Interrogatory is overly broad in scope (not limited to information applicable to the specific insurance claim and/or coverages at issue in this litigation; not limited to information pertinent to the claims personnel who adjusted the subject claim), time (not limited to a reasonable period of time), and geographic area (not limited to materials applicable to Oklahoma). Moreover, Haag Engineering did not inspect or provide an engineering or other opinion on Plaintiffs' claim.

State Farm also objects to this Request as vague and ambiguous, especially as to the terms/phrases "any investigation, audit, and/or review You conducted or commissioned into . . . objectivity . . . relationship . . . continued use . . . [and] moratorium," and to the extent it seeks confidential, proprietary business information and/or trade secrets, or information containing attorney work product and/or that is protected by the attorney client or other legal privileges. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable. And, the search for any such information would be unduly burdensome. State Farm stands on its objections.

INTERROGATORY NO. 17: Identify any date on which Your moratorium on Your use of HAAG, initiated June 5, 2006, was lifted, terminated, modified, or cancelled.

ANSWER TO INTERROGATORY NO. 17: State Farm objects to this Request because it impermissibly assumes facts and is vague and ambiguous with respect to the terms "use of" and "lifted, terminated, modified, or cancelled." State Farm also objects to this Interrogatory on the grounds that it seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case. Specifically, the Interrogatory is overly broad in scope (not limited to information applicable to the specific insurance claim and/or coverages at issue in this litigation; not limited to information pertinent to the claims personnel who adjusted the subject claim), time (not limited to a reasonable period of time), and geographic area (not limited to materials applicable to Oklahoma). Moreover, Haag Engineering did not inspect or provide an engineering or other opinion on Plaintiffs' claim.

State Farm also objects to this Interrogatory to the extent it seeks confidential, proprietary business information and/or trade secrets, or information containing attorney work product and/or that is protected by the attorney client or other legal privileges. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable. State Farm stands on its objections.

INTERROGATORY NO. 18: Identify all training materials You have utilized (whether internal or from an outside source like HAAG) to train Your Claims Handling Personnel on wind- and/or hailstorm claims.

ANSWER TO INTERROGATORY NO. 18: State Farm objects to the Interrogatory on the grounds that it is overly broad and unduly burdensome and seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case. Specifically, the Interrogatory is overly broad in scope (not limited to information applicable to the specific insurance claim and/or coverages at issue in this litigation; not limited to information pertinent to the claims personnel who adjusted the subject claim), time (not limited to a reasonable period of time), and geographic area (not limited to materials applicable to Oklahoma). Further, State Farm objects to this Request because it is vague and ambiguous with respect to the terms "all training materials You have utilized."

State Farm's procedures are intended to provide guidance, but each claim is handled on its own merits. Moreover, training materials that were obsolete on the date of loss, pertain only to other losses, and/or pertain only to other areas of the country, are not relevant to the matters at issue in this case. State Farm additionally objects to this Request to the extent it seeks information and/or documents authored and/or copyrighted by entities that are not parties to this litigation, which State Farm is not at liberty to produce. Finally, State Farm objects to this Interrogatory to the extent it seeks confidential, proprietary business information and/or trade secrets. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable.

Subject to these objections and State Farm's Universal Objections, and upon entry of an approved protective order, State Farm will produce the relevant provisions of the claim handling procedures that may have been used to adjust claims alleged to have arisen from the weather event that occurred on the date of loss. This includes the Estimatics and Claim Handling Procedures ("ECHP")–a compilation of claim handling procedures that State Farm prepares in connection with weather events, such as the one here.

INTERROGATORY NO. 19: Identify all Your policies, procedures, and/or practices relating to the training of State Farm adjusters and third-party adjusters on the definition of "functional damage" for roof claims, as well as any coverage limitations based on the size and severity of the hail damage and the amount of wind speeds.

ANSWER TO INTERROGATORY NO. 19: State Farm objects to the Interrogatory on the grounds that it improperly assumes facts and seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case. Specifically, the Interrogatory is overly broad in scope (not limited to information applicable to the specific insurance claim and/or coverages at issue in this litigation; not limited to information pertinent to the claims personnel who adjusted the subject claim), time (not limited to a reasonable period of time), and geographic area (not limited to materials applicable to Oklahoma). Further, State Farm objects to this Request because it is vague and ambiguous with respect to the terms "all Your policies, procedures, and/or practices relating to the training." The interrogatory may also be unduly burdensome depending on its interpretation.

State Farm's procedures are intended to provide guidance, but each claim is handled on its own merits. Moreover, training materials that were obsolete on the date of loss, pertain only to other losses, and/or pertain only to other areas of the country, are not relevant to the matters at issue in this case. State Farm additionally objects to this Interrogatory to the extent it seeks information and/or documents authored and/or copyrighted by entities that are not parties to this litigation, which State Farm is not at liberty to produce. Finally, State Farm objects to this Interrogatory to the extent it seeks confidential, proprietary business information and/or trade secrets. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable.

Subject to these objections and State Farm's Universal Objections, and upon entry of an approved protective order, State Farm will produce the relevant provisions of the claim handling procedures that may have been used to adjust claims alleged to have arisen from the weather event that occurred on the date of loss. This includes the Estimatics and Claim Handling Practices ("ECHP")—a compilation of claim handling procedures that State Farm prepares in connection with weather events, such as the one here. For information reflecting the application of claims procedures to Plaintiffs' claim, see the Claim File for the claim at issue in this litigation.

INTERROGATORY NO. 20: Identify all Analyses, including Cost/Benefit Analysis, You conducted or commissioned specifically targeting full roof replacements with regard to wind- and/or hailstorm claims in Oklahoma from 2010 to present.

ANSWER TO INTERROGATORY NO. 20: State Farm objects to this Interrogatory because it improperly assumes facts and is vague and ambiguous, specifically with respect to the use of the terms "commissioned" and "Analyses." State Farm also objects to the Interrogatory on the grounds that it seeks information that is not relevant to the resolution of the claims and defenses in this case or proportional to the needs of the case. Specifically, the Interrogatory is overly broad in scope (seeking "all" with respect to broadly defined categories of documents; not limited to information applicable to the specific insurance policy claim and/or coverages at issue in this litigation; not limited to information pertinent to the claims personnel who adjusted the subject claim) and time (not limited to a reasonable period of time). Moreover, State Farm objects to this Interrogatory to the extent it seeks confidential, proprietary business information and/or trade secrets, or information containing attorney work product and/or that is protected by the attorney client or other legal privileges. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable. State Farm stands on its objections.

INTERROGATORY NO. 21: Identify all Analyses, including Cost/Benefit Analysis, You conducted or commissioned regarding State Farm adjusters' and third-party adjusters' authorization and/or ability to approve full roof replacements without managerial approval from 2010 to present.

ANSWER TO INTERROGATORY NO. 21: State Farm objects to the Interrogatory on the grounds that it is vague with respect to the use of the terms "commissioned" and "Analyses." It may also be unduly burdensome depending on its interpretation. State Farm further objects because this Interrogatory seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case. Specifically, the Interrogatory is overly broad in scope (seeking "all" with respect to broadly defined categories of documents; not limited to information applicable to the specific insurance policy claim and/or coverages at issue in this litigation; not limited to information pertinent to the claims personnel who adjusted the subject claim) and time (not limited to a reasonable period of time). Moreover, State Farm objects to this Interrogatory to the extent it seeks confidential, proprietary business information and/or trade secrets, or information containing attorney work product and/or that is protected by the attorney client or other legal privileges. State Farm further objects to this Interrogatory because it improperly assumes facts. Managerial approval of roof replacements is fact dependent including factors such as the experience level and therefore monetary authority of the adjuster and the nature of the storm. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable. State Farm stands on its objections.

INTERROGATORY NO. 22: Identify the total number of homeowners' wind/hail claims from 2019-present in Oklahoma in which State Farm found damage the insured roof's soft metals (vent cap, guttering, etc.) but found the roof material itself (asphalt shingles, shake shingles, etc.) did not suffer enough damage to exceed the policy's deductible.

ANSWER TO INTERROGATORY NO. 22: State Farm objects to the Interrogatory on the grounds that it is overly broad and unduly burdensome and seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case. As an initial matter, this case involves only Plaintiffs' insurance claim with State Farm, and other claims are necessarily unrelated to the specific facts and issues in this case, especially to the extent they involve different policies, coverages, terms, endorsements, and individuals, in addition to different properties of different ages, in different conditions. The existence of other claims, and/or what may or may not have occurred with respect to another claim, will neither prove nor disprove any claims and/or defenses at issue in this litigation; each claim is handled on its own individual merits. Any such matters, unrelated to the event that is the subject of this lawsuit, have no nexus to the harm Plaintiffs herein claim to have sustained under the subject policy and are irrelevant.

State Farm further objects because the Interrogatory is overly broad in scope (not limited to information applicable to the specific insurance policy claim and/or coverages at issue in this litigation; not limited to information pertinent to the claims personnel who adjusted the subject claim) and time (not limited to a reasonable period of time). State Farm further objects to this Interrogatory because it is vague and ambiguous with respect to the use of the terms "found damage the insured roof's soft metals (vent cap, guttering, etc.) but found the roof material itself (asphalt shingles, shake shingles, etc.) did not suffer enough damage to exceed the policy's deductible." State Farm stands on its objections.

<u>INTERROGATORY NO. 23</u>: Identify the total number of homeowners' wind/hail claims from 2019-present in Oklahoma in which State Farm found damage the insured roof's soft metals (vent cap, guttering, etc.) but found the roof material itself (asphalt shingles, shake shingles, etc.) did not suffer enough damage to warrant a Full or Total Roof Replacement.

<u>ANSWER TO INTERROGATORY NO. 23</u>: State Farm objects to the Interrogatory on the grounds that it is overly broad and unduly burdensome and seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case. As an initial matter, this case involves only Plaintiffs' insurance claim with State Farm, and other claims are necessarily unrelated to the specific facts and issues in this case, especially to the extent they involve different policies, coverages, terms, endorsements, and individuals, in addition to different properties of different ages, in different conditions. The existence of other claims, and/or what may or may not have occurred with respect to another claim, will neither prove nor disprove any claims and/or defenses at issue in this litigation; each claim is handled on its own individual merits. Any such matters, unrelated to the event that is the subject of this lawsuit, have no nexus to the harm Plaintiffs herein claim to have sustained under the subject policy and are irrelevant.

State Farm further objects to this Interrogatory because it is overly broad in scope (not limited to information applicable to the specific insurance policy claim and/or coverages at issue in this litigation; not limited to information pertinent to the claims personnel who adjusted the subject claim) and time (not limited to a reasonable period of time). Moreover, State Farm objects because the Interrogatory is vague and ambiguous with respect to the use of the terms "found damage the insured roof's soft metals (vent cap, guttering, etc.) but found the roof material itself (asphalt shingles, shake shingles, etc.) did not suffer enough damage to warrant a Full or Total Roof Replacement." State Farm stands on its objections.

INTERROGATORY NO. 24: Identify and describe any policies, procedures, and/or methods to review and/or track percentages of total or full roof replacements by individual adjusters and managers adjusting or working on Oklahoma wind/hail claims, including recommendations, approvals, or similar type of review, tracking, or analysis related to total or full roof replacements on wind/hail claims.

ANSWER TO INTERROGATORY NO. 24: State Farm objects to the Interrogatory on the grounds that it seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case, which did not involve a total roof replacement. Specifically, the Interrogatory is overly broad in scope (seeking "any" with respect to broadly defined categories of documents; not limited to information applicable to the specific insurance policy claim and/or coverages at issue in this litigation; not limited to information pertinent to the claims personnel who adjusted the subject claim) and time (not limited to a reasonable period of time). State Farm further objects to this Interrogatory because it is vague and ambiguous with respect to the use of the terms "policies, procedures and/or methods to review" and "recommendations, approvals, or similar type of review, tracking or analysis" and may be unduly burdensome depending on its interpretation. Moreover, State Farm objects to this Interrogatory to the extent it seeks confidential, proprietary business information and/or trade secrets, or information containing attorney work product and/or that is protected by the attorney client or other legal privileges. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable. State Farm stands on its objections.

INTERROGATORY NO. 25: Please identify, state, and describe (whether measured quarterly, yearly, or some other way) the Wind and Hail Full Roof Replacement Percentage from January 1, 2019 to the present in Oklahoma.

ANSWER TO INTERROGATORY NO. 25: State Farm objects to the Interrogatory on the grounds that it seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case. As an initial matter, this case involves only Plaintiffs' insurance claim with State Farm, and other claims are necessarily unrelated to the specific facts and issues in this case, especially to the extent they involve different policies, coverages, terms, endorsements, and individuals, in addition to different properties of different ages, in different conditions. The existence of other claims, and/or what may or may not have occurred with respect to another claim, will neither prove nor disprove any claims and/or defenses at issue in this litigation; each claim is handled on its own individual merits. Any such matters, unrelated to the event that is the subject of this lawsuit, have no nexus to the harm Plaintiffs herein claim to have sustained under the subject policy and are irrelevant. Specifically, the Interrogatory is overly broad in scope (not limited to information applicable to the specific insurance policy claim and/or coverages at issue in this litigation; not limited to information pertinent to the claims personnel who adjusted the subject claim) and time (not limited to a reasonable period of time). State Farm further objects to this Interrogatory because it is vague and ambiguous with respect to the use of the terms "Wind and Hail Full Roof Replacement Percentage." It may also be unduly burdensome depending on its interpretation. Moreover, State Farm objects to this Interrogatory to the extent it seeks confidential, proprietary business information and/or trade secrets, and because Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable. State Farm stands on its objections.

INTERROGATORY NO. 26: Please identify, state, and describe (whether measured quarterly, yearly, or some other way) the Total or Full Roof Replacement to Partial Roof Replacement Ratio on Wind/Hail Claims from January 1, 2019 to the present in Oklahoma.

ANSWER TO INTERROGATORY NO. 26: State Farm objects to the Interrogatory on the grounds that it seeks information that is not relevant to the resolution of the claims and defenses in this case or proportional to the needs of the case. As an initial matter, this case involves only Plaintiffs' insurance claim with State Farm, and other claims are necessarily unrelated to the specific facts and issues in this case, especially to the extent they involve different policies, coverages, terms, endorsements, and individuals, in addition to different properties of different ages, in different conditions. The existence of other claims, and/or what may or may not have occurred with respect to another claim, will neither prove nor disprove any claims and/or defenses at issue in this litigation; each claim is handled on its own individual merits. Any such matters, unrelated to the event that is the subject of this lawsuit, have no nexus to the harm Plaintiffs herein claim to have sustained under the subject policy and are irrelevant.

State Farm further objects because this Interrogatory is unduly burdensome and overly broad in scope (not limited to information applicable to the specific insurance policy claim and/or coverages at issue in this litigation; not limited to information pertinent to the claims personnel who adjusted the subject claim) and time (not limited to a reasonable period of time)." Moreover, State Farm objects to this Interrogatory to the extent it seeks confidential, proprietary business information and/or trade secrets, and because Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable. It may also be unduly burdensome depending on its interpretation. State Farm stands on its objections.

INTERROGATORY NO. 27: Please identify, state, and describe (whether measured quarterly, yearly, or some other way) the Total Roof Payment volumes on Wind/Hail claims from January 1, 2019 to the present in Oklahoma.

ANSWER TO INTERROGATORY NO. 27: State Farm objects to the Interrogatory on the grounds that it seeks information that is not relevant to the resolution of the claims and defenses in this case or proportional to the needs of the case. As an initial matter, this case involves only Plaintiffs' insurance claim with State Farm, and other claims are necessarily unrelated to the specific facts and issues in this case, especially to the extent they involve different policies, coverages, terms, endorsements, and individuals, in addition to different properties of different ages, in different conditions. The existence of other claims, and/or what may or may not have occurred with respect to another claim, will neither prove nor disprove any claims and/or defenses at issue in this litigation; each claim is handled on its own individual merits. Any such matters, unrelated to the event that is the subject of this lawsuit, have no nexus to the harm Plaintiffs herein claim to have sustained under the subject policy and are irrelevant.

State Farm further objects to this Interrogatory because it is unduly burdensome and overly broad in scope (not limited to information applicable to the specific insurance policy claim and/or coverages at issue in this litigation; not limited to information pertinent to the claims personnel who adjusted the subject claim) and time (not limited to a reasonable period of time). State Farm further objects to this Interrogatory because it is vague and ambiguous with respect to the use of the terms "Total Roof Payment volumes on Wind/Hail claims." It may also be unduly burdensome depending on its interpretation. Moreover, State Farm objects to the extent this Interrogatory seeks confidential, proprietary business information and/or trade secrets, and because Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable. State Farm stands on its objections.

INTERROGATORY NO. 28: Please identify, state, and describe how the Fire Model Enhancement -Wind/Hail, the Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiative from January 1, 2019 until the present implemented such initiatives or plans in Oklahoma, including claims handling tactics or rules used, tracking of indemnity savings in Oklahoma, tracking of the total or full roof replacement to partial roof replacement ratio in Oklahoma, tracking of full roof replacement approval percentages, and/or tracking of total roof payment volume on wind/hail claims in Oklahoma.

ANSWER TO INTERROGATORY NO. 28: State Farm objects to the Interrogatory because it impermissibly assumes facts and is vague with respect to the terms "Fire Model Enhancement . . . and/or any hail quality focus initiative," "implemented such initiatives," and "claims handling tactics or rules." It may also be unduly burdensome depending on its interpretation. State Farm also objects to this Interrogatory on the grounds that it is overly broad and seeks information that is neither relevant to the resolution of the claims and defenses in this case nor proportional to the needs of the case. Specifically, the Interrogatory is overly broad and irrelevant to the extent it seeks documents and communications regarding the claims of other insureds, arising under different facts, circumstances, policies, and dates, relating to insureds who have not placed their claims or the personal sensitive information pertaining to their homes and homeowners' claims at issue in this litigation; and involving information about individuals other than the claims personnel who adjusted the subject claim. The investigation and evaluation of other claims will neither prove nor disprove any allegations in this action, as each claim is handled on its own individual facts.

State Farm also objects to this Interrogatory to the extent it seeks confidential, proprietary, and/or trade secret information, or information protected by the attorney-client privilege, work product doctrine, and/or other legal privileges. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable. State Farm stands on its objections.

INTERROGATORY NO. 29: Please identify, state, and describe how the Fire Model Enhancement -Wind/Hail, the Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiative kicked off in Texas, including how such initiatives or plans were implemented in Texas, including claims handling tactics or rules used, tracking of indemnity savings in Texas, tracking of the total or full roof replacement to partial roof replacement ratio in Texas, tracking of full roof replacement approval percentages, and/or tracking of total roof payment volume on wind/hail claims in Texas.

ANSWER TO INTERROGATORY NO. 29: State Farm objects to the Interrogatory because it impermissibly assumes facts and is vague with respect to the terms "Fire Model Enhancement . . . and/or any hail quality focus initiative," "implemented such initiatives," and "claims handling tactics or rules." It may also be unduly burdensome depending on its interpretation. State Farm also objects to this Interrogatory on the grounds that it is overly broad and seeks information that is neither relevant to the resolution of the claims and defenses in this case nor proportional to the needs of the case. Specifically, the Interrogatory is overly broad and irrelevant to the extent it seeks documents and communications regarding the claims of other insureds, arising under different facts, circumstances, policies, and dates, in different geographies, relating to insureds who have not placed their claims or the personal sensitive information pertaining to their homes and homeowners' claims at issue in this litigation; and involving information about individuals other than the claims personnel who adjusted the subject claim. The investigation and evaluation of other claims will neither prove nor disprove any allegations in this action, as each claim is handled on its own individual facts.

State Farm also objects to this Interrogatory to the extent it seeks confidential, proprietary, and/or trade secret information, or information protected by the attorney-client privilege, work product doctrine, and/or other legal privileges. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable. State Farm stands on its objections.

INTERROGATORY NO. 30: Please identify any and all duties of State Farm and/or its captive Agent(s) to keep abreast of the condition of the properties State Farm insures upon renewal, including but not limited to reducing the risk of insuring the property, maintaining the exterior of the property, reducing the risk of additional damage to the roof, replacing the roof, replacing shingles with granular loss, eligible roofing material used, and how the insured gets this information to State Farm and/or its captive Agent(s).

ANSWER TO INTERROGATORY NO. 30: State Farm objects to the Interrogatory because it impermissibly calls for a legal conclusion. It is also vague and ambiguous with respect to the terms "duties," "keep abreast," and "how the insured gets this information to State Farm and/or its captive Agent(s)." It may also be unduly burdensome depending on its interpretation. It is also overly broad as it is unlimited as to time or geographic location or the type of property insured and for that reason also seeks information which is neither relevant nor proportional to the needs of the case. State Farm additionally objects to this Interrogatory as invasive of the attorney-client privilege and/or work-product doctrine and seeks confidential and proprietary information of State Farm.

Subject to and without waiving these objections and State Farm's Universal Objections, State Farm refers Plaintiffs to the Policy, including all declaration pages and notices, which are produced with these responses.

REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1: Produce color copies of all Documents related to either Plaintiff, Plaintiffs' Dwelling Policy, and/or the Claim in State Farm's Enterprise Claims System ("ECS"), including, but not limited to the Claim File.

RESPONSE TO REQUEST NO. 1: State Farm objects to Request for Production No. 1 because it is overly broad and seeks information that is not relevant or proportional to the needs of the case to the extent it seeks information from policy periods prior to or beyond the policy period relevant to the Claim at issue. State Farm further objects to the Request insofar as it seeks production of ESI in "color" on the grounds that color does not convey meaning, is not relevant to any party's claim or defense, and is not proportional to the needs of this case and may be unduly burdensome.

Additionally, State Farm objects to this Request on the grounds that it is overly broad in time (not limited by any reasonable period or to the timeframe for handling of the specific insurance claim at issue in this litigation) and scope (not limited to Plaintiffs' insurance claim at issue in this lawsuit) and due to the use of the term "all" with respect to the broad categories of documents requested. Further, due to the overly broad nature of this Request, it is a potential invasion of the attorney-client privilege and the work product doctrine.

Subject to these objections and State Farm's Universal Objections, State Farm will produce the Claim File for the claim at issue in this litigation in reasonably usable format as it is kept in the ordinary course of business. State Farm will also produce the underwriting file for the Policy covering the property at issue herein.

REQUEST FOR PRODUCTION NO. 2: Produce all Documents related to any inspection You conducted or arranged to be conducted of Plaintiffs' Dwelling in relation to the Policy. This Request includes (but is not limited to) any inspection conducted by a third-party vendor at Your direction, instruction, or request.

RESPONSE TO REQUEST NO. 2: State Farm objects to Request for Production No. 2 because the condition, State Farm's knowledge of the condition, and inspections of Plaintiffs' house, in addition to any other information encompassed in the Request, presume obligations that do not exist and encompass information that is not relevant or proportional to the needs of the case. The scope and particularities of what is requested are also vague, and ambiguous as to what is meant by "inspection . . . in relation to the Policy." It is thus also overly broad and unduly burdensome as written. State Farm objects to producing underwriting information on the ground that it is neither relevant nor proportional, as there is no dispute that the applicable policy was in effect on the date of loss.

The Request also seeks documents which may be in the possession of persons other than State Farm, including, in some instances, Plaintiffs. To the extent the documents exist, they may also encompass confidential and proprietary information of State Farm or third parties and potentially information protected by the attorney-client privilege or work-product doctrine.

Subject to these objections and State Farm's Universal Objections, in addition to the Claim File being produced in response to Request No. 1, State Farm will produce inspections of the house by third-parties as part of an underwriting review, if any, which should be in the underwriting file, which is being produced contemporaneously herewith.

REQUEST FOR PRODUCTION NO. 3: Produce all Documents You identified, relied upon, referred to, or consulted in preparing Your response to any Discovery Request in this Action.

RESPONSE TO REQUEST NO. 3: State Farm objects to Request for Production No. 3 because it improperly asks it to marshal its evidence and amounts to at least a hundred separate Requests for Production because it requests documents relied upon in responding to "any" discovery request and is therefore unduly burdensome as well. State Farm further objects to the extent this Request is not limited to Plaintiffs' insurance claim at issue in this lawsuit, seeks information that is neither relevant nor proportional to the needs of the case, and seeks documents protected by the attorney-client privilege and/or work product doctrine. Moreover, State Farm objects to the Request as overly broad, vague, and lacking specificity and as an improper omnibus discovery request because it uses the terms, "all" and "relied upon, referred to, or consulted."

Subject to these objections and its Universal Objections, State Farm will produce documents identified as responsive to any request herein, subject to entry of an approved Protective Order where applicable.

REQUEST FOR PRODUCTION NO. 4: Produce all Documents containing any policies, procedures, guidelines, manuals and/or training materials, which You used to train any of the Claims Handling Personnel involved with the Claim in any way.

RESPONSE TO REQUEST NO. 4: State Farm objects to Request for Production No. 4 because it is overly broad and seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case. The request for "all Documents containing any policies, procedures, guidelines, manuals and/or training materials" and for any individual "involved with the Claim in any way" is vague, ambiguous, and overly broad and may be unduly burdensome depending on its interpretation. Specifically, the Request is overly broad in scope (not limited to materials applicable to the specific insurance claims and/or coverages at issue in this litigation), time (not limited to a reasonable period of time), and geographic area (not limited to materials applicable to Oklahoma). State Farm's procedures are intended to provide guidance, but each claim is handled on its own merits. Moreover, training materials that were obsolete on the date of loss, pertain only to other losses, and/or pertain only to other areas of the country, are not relevant to the matters at issue in this case. State Farm additionally objects to this Request to the extent it seeks documents authored and/or copyrighted by entities that are not parties to this litigation, which State Farm is not at liberty to produce. Finally, State Farm objects to this Request to the extent it seeks confidential, proprietary business information and/or trade secret. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable.

Subject to these objections and State Farm's Universal Objections and upon execution of an approved protective order, State Farm will produce the relevant portions of the claim handling procedures that may have been used to adjust claims alleged to have arisen from the weather event that occurred on the date of loss. This includes the Estimatics and Claim Handling Practices ("ECHP")—a compilation of claim handling procedures that State Farm prepares in connection with weather events, such as the one here.

<u>REQUEST FOR PRODUCTION NO. 5</u>: Produce all underwriting guidelines, binding rules, contractual agreements, and training materials which were relied upon or utilized by State Farm, and/or its captive Agent(s) with respect to selling and issuing Plaintiffs' policy and for each renewal thereafter.

RESPONSE TO REQUEST NO. 5: State Farm objects to Request for Production No. 5 because it is vague and ambiguous with respect to the terms "underwriting guidelines, binding rules, contractual agreements, and training materials . . . relied upon or utilized . . . with respect to selling and issuing Plaintiffs' policy and for each renewal thereafter" and may be unduly burdensome depending on its interpretation. State Farm further objects to this Request on grounds the information sought is not relevant to any party's claim or defense or proportional to the needs of the case. There is no question that the house satisfied State Farm's underwriting guidelines because the policy issued. The Claim sued upon involves a dispute as to whether and to what extent the shingles on Plaintiffs' roof were damaged by the weather event at issue, and State Farm's underwriting requirements and sales training materials are not probative on that dispute. State Farm further objects to this Request as overly broad and to the extent it seeks privileged, confidential, proprietary, and/or trade secret information of State Farm. Subject to these objections and its Universal Objections, State Farm will produce the underwriting guidelines in effect on the date of issuance of Plaintiffs' Policy, subject to an approved Protective Order.

REQUEST FOR PRODUCTION NO. 6: Produce all documents You have utilized (whether internal or from an outside source like HAAG) to train Your Claims Handling Personnel on wind-and/or hailstorm claims.

RESPONSE TO REQUEST NO. 6: State Farm objects to Request for Production No. 6 because it is overly broad and seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case. The request for "any training materials You have utilized . . . to train Your Claims Handling Personnel on wind- and/or hailstorm claims" is vague, ambiguous, and overly broad and may be unduly burdensome depending on its interpretation. Specifically, the Request is overly broad in scope (not limited to materials applicable to the specific insurance claims and/or coverages at issue in this litigation; not limited to information pertinent to the claims personnel who adjusted the subject claim); time (not limited to a reasonable period of time); and geographic area (not limited to materials applicable to Oklahoma). State Farm's procedures are intended to provide guidance, but each claim is handled on its own merits. Moreover, training materials that were obsolete on the date of loss, pertain only to other losses, and/or pertain only to other areas of the country, are not relevant to the matters at issue in this case. State Farm additionally objects to this Request to the extent it seeks documents authored and/or copyrighted by entities that are not parties to this litigation, which State Farm is not at liberty to produce. Finally, State Farm objects to this Request to the extent it seeks confidential, proprietary business information and/or trade secrets. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable.

Subject to and without waiving these objections and State Farm's Universal Objections and upon entry of an approved protective order, State Farm will produce the relevant provisions of the claim handling procedures that may have been used to adjust claims alleged to have arisen from the weather event that occurred on the date of loss.

REQUEST FOR PRODUCTION NO. 7: Produce all Documents from January 1, 2019 to the present relating to any review and/or tracking of percentages of total or full roof replacements by individual adjusters and managers adjusting or working on Oklahoma wind/hail claims, including recommendations, approvals, or similar type of review, tracking, or analysis related to total or full roof replacements on wind/hail claims.

RESPONSE TO REQUEST NO. 7: State Farm objects to Request for Production No. 7 because it improperly assumes facts, and is overly broad and seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case. Specifically, the Request is overly broad in scope (seeking "any" with respect to broadly defined categories of documents; not limited to information applicable to the specific insurance policy claim and/or coverages at issue in this litigation; not limited to information pertinent to the claims personnel who adjusted the subject claim) and time (not limited to a reasonable period of time). State Farm further objects to this Request because it is vague and ambiguous with respect to the use of the terms "review and/or tracking," "adjusting or working on," and "recommendations, approvals, or similar type of review, tracking or analysis" and may be unduly burdensome depending on its interpretation. Moreover, State Farm objects to this Request to the extent it seeks confidential, proprietary business information and/or trade secrets, or information containing attorney work product and/or that is protected by the attorney client or other legal privileges. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable. State Farm stands on its objections.

REQUEST FOR PRODUCTION NO. 8: Produce all Documents related to any investigation, audit, and/or review You conducted or commissioned into HAAG following:

a. the jury's verdict in *Watkins v State Farm*;

b. the jury's verdict in *Nicolau vs State Farm*; and/or

c. the Mississippi Attorney General's Investigation and/or U.S Attorney's investigation into Your handling of claims arising from hurricanes Katrina and/or Rita.

RESPONSE TO REQUEST NO. 8: State Farm objects to Request for Production No. 8 because it seeks information that is neither relevant to the resolution of any party's claims or defenses nor proportional to the needs of the case. Specifically, the Request is overly broad in scope (not limited to materials applicable to the specific insurance claim and/or coverages at issue in this litigation; not limited to materials pertinent to the claims personnel who adjusted the subject claim), time (not limited to a reasonable period of time, given the events referenced in (a) — (c) above took place 18, 27, and 18 years ago, respectively, long before this action was filed; and geographic area (not limited to materials applicable to Oklahoma.). Moreover, Haag Engineering did not inspect or provide an engineering or other opinion on Plaintiffs' claim.

State Farm also objects to this Request as vague and ambiguous, especially as to the terms/phrases "any investigation, audit, and/or review You conducted or commissioned" and it may be unduly burdensome depending on its interpretation. Further, State Farm objects to this Request to the extent it seeks confidential, proprietary business information and/or trade secrets, or information containing attorney work product and/or that is protected by the attorney client or other legal privileges. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable. State Farm stands on its objections.

REQUEST FOR PRODUCTION NO. 9: Produce all Documents related to any investigation, audit, and/or review You conducted or commissioned into the following:

a. HAAG'S objectivity and/or bias

b. Your relationship with HAAG

c. Your continued use of HAAG

d. Your moratorium on Your use of HAAG

RESPONSE TO REQUEST NO. 9: State Farm objects to Request for Production No. 9 because it seeks information that is neither relevant to the resolution of the claims and defenses nor proportional to the needs of the case. Specifically, the Request is overly broad in scope (not limited to information applicable to the specific insurance claim and/or coverages at issue in this litigation; not limited to information pertinent to the claims personnel who adjusted the subject claim), time (not limited to a reasonable period of time), and geographic area (not limited to materials applicable to Oklahoma). Moreover, Haag Engineering did not inspect or provide an engineering or other opinion on Plaintiffs' claim.

State Farm also objects to this Request as vague and ambiguous, especially as to the terms/phrases "any investigation, audit, and/or review You conducted or commissioned into . . . objectivity . . . relationship . . . continued use . . . [and] moratorium" and it may be unduly burdensome depending on its interpretation. Further, State Farm objects to this Request to the extent it seeks confidential, proprietary business information and/or trade secrets, or information containing attorney work product and/or that is protected by the attorney client or other legal privileges. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable. State Farm stands on its objections.

REQUEST FOR PRODUCTION NO. 10: Produce all Documents related to Your issuance of a moratorium on Your use of HAAG, dated June 5, 2006, following the jury verdict rendered in *Watkins v State Farm.*

RESPONSE TO REQUEST NO. 10: State Farm objects to Request for Production No. 10 because it is overly broad and seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case. Specifically, the Request is overly broad in scope (not limited to information applicable to the specific insurance claim and/or coverages at issue in this litigation; not limited to information pertinent to the claims personnel who adjusted the subject claim), time (not limited to a reasonable period of time), and geographic area (not limited to materials applicable to Oklahoma). Moreover, Haag Engineering did not inspect or provide an engineering or other opinion on Plaintiffs' claim.

State Farm also objects to this Request because it impermissibly assumes facts and is vague and ambiguous with respect to the phrase "use of" and it may be unduly burdensome depending on its interpretation. Moreover, State Farm objects to this Request to the extent it seeks confidential, proprietary business information and/or trade secrets, or information containing attorney work product and/or that is protected by the attorney client or other legal privileges. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable. State Farm stands on its objections.

REQUEST FOR PRODUCTION NO. 11: Produce all Communications You sent to or received from Haag Engineering, Haag Education, or any division, subsidiary, or parent thereof (including any representative thereof) from 2012 until Present relating to any payments You made or received from any such HAAG entity or representative pursuant to any Indemnity Agreement.

RESPONSE TO REQUEST NO. 11: State Farm objects to Request for Production No. 11 because it seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case. The Request is also overly broad in scope (not limited to information applicable to the specific insurance claim and/or coverages at issue in this litigation; not limited to information pertinent to the claims personnel who adjusted the subject claim), time (not limited to a reasonable period of time), and geographic area (not limited to materials applicable to Oklahoma). Further, State Farm objects to this Request because it impermissibly assumes facts and is vague and ambiguous with respect to the terms "any division, subsidiary, or parent" and "any payments" and it may be unduly burdensome depending on its interpretation. Moreover, State Farm objects to this Request to the extent it seeks confidential, proprietary business information and/or trade secrets, or information containing attorney work product and/or that is protected by the attorney client or other legal privileges. Moreover, Haag Engineering did not inspect or provide an engineering or other opinion on Plaintiffs' claim. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable. State Farm stands on its objections.

REQUEST FOR PRODUCTION NO. 12: Produce all Documents related to any Indemnity Agreement entered into between You and HAAG Engineering, HAAG Education, or any division, subsidiary, or parent thereof (including any representative thereof) from 2012 until Present.

RESPONSE TO REQUEST NO. 12: State Farm objects to Request for Production No. 12 because it seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case. The Request is also overly broad in scope (not limited to information applicable to the specific insurance claim and/or coverages at issue in this litigation; not limited to information pertinent to the claims personnel who adjusted the subject claim), time (not limited to a reasonable period of time), and geographic area (not limited to materials applicable to Oklahoma). Further, State Farm objects to this Request because it impermissibly assumes facts and is vague and ambiguous with respect to the terms "any division, subsidiary, or parent" and it may be unduly burdensome depending on its interpretation. Moreover, State Farm objects to this Request to the extent it seeks confidential, proprietary business information and/or trade secrets, or information containing attorney work product and/or that is protected by the attorney client or other legal privileges. In addition, Haag Engineering did not inspect or provide an engineering or other opinion on Plaintiffs' claim. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable. State Farm stands on its objections.

REQUEST FOR PRODUCTION NO. 13: Produce all Documents related to any Cost/Benefit Analysis concerning Your adjustment and/or handling of wind- and/or hailstorm claims in Oklahoma since 2010.

RESPONSE TO REQUEST NO. 13: State Farm objects to Request for Production No. 13 because it improperly assumes facts and seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case. It is also vague and ambiguous and may be unduly burdensome depending on its interpretation. The Request is also overly broad in scope (seeking "*any* Cost/Benefit Analyses"; not limited to information applicable to the specific insurance claim and/or coverages at issue in this litigation; not limited to information pertinent to the claims personnel who adjusted the subject claim), and time (not limited to a reasonable period of time). Moreover, State Farm objects to this Request to the extent it seeks confidential, proprietary business information and/or trade secrets, or information containing attorney work product and/or that is protected by the attorney client or other legal privileges. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable. State Farm stands on its objections.

REQUEST FOR PRODUCTION NO. 14: Produce all documents related to the Fire Model Enhancement on Wind/Hail from January 1, 2019 until the present, including any and all presentations, memos, documents, or plans of the FME Wind/Hail, whether in draft or final format.

RESPONSE TO REQUEST NO. 14: State Farm objects to Request for Production No. 14 because it impermissibly assumes facts, seeks information that is not relevant to any party's claims or defenses or proportional to the needs of the case, and because it encompasses confidential, proprietary, and trade secret information of State Farm. It is also unduly burdensome.

Specifically, the Request is overly broad and irrelevant to the extent it seeks documents and communications regarding the claims of other insureds, arising under different facts, circumstances, policies, and dates and for insureds who have not placed their claims or the personal sensitive information pertaining to their homes and homeowner's claims at issue in this litigation. The investigation and evaluation of other claims will neither prove nor disprove any allegations in the case, as each claim is handled on its own individual facts. State Farm also objects to the extent the Request seeks information protected by the attorney-client privilege or the work product doctrine. Plaintiffs have not established such information is probative of any issue in the case or, therefore, discoverable. State Farm stands on its objections.

REQUEST FOR PRODUCTION NO. 15: Produce all documents related to the implementation of any measures, program rules, tactics, claims handling procedures or policies related to the Fire Model Enhancement on Wind/Hail from January 1, 2019 until the present.

RESPONSE TO REQUEST NO. 15: State Farm objects to Request for Production No. 15 because it impermissibly assumes facts, seeks information that is not relevant to any party's claims or defenses or proportional to the needs of the case, and because it encompasses confidential, proprietary, and trade secret information of State Farm. It is also vague and ambiguous and thus unduly burdensome depending on its interpretation. Specifically, the Request is overly broad and irrelevant to the extent it seeks documents and communications regarding the claims of other insureds, arising under different facts, circumstances, policies, and dates and for insureds who have not placed their claims or the personal sensitive information pertaining to their homes and homeowner's claims at issue in this litigation. The investigation and evaluation of other claims will neither prove nor disprove any allegations in the case, as each claim is handled on its own individual facts. State Farm also objects to the extent the Request seeks information protected by the attorney-client privilege or the work product doctrine. Plaintiffs have not established that such information is probative of any issue in the case or, therefore, discoverable. State Farm stands on its objections.

REQUEST FOR PRODUCTION NO. 16: Produce all documents related to the Wind and Hail Full Roof Replacement Percentage from January 1, 2019 to the present, including nationwide and state specific tracking of such percentages.

RESPONSE TO REQUEST NO. 16: State Farm objects to Request for Production No. 16 because it is overly broad and seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case. As an initial matter, this case involves only Plaintiffs' insurance claim with State Farm, and other claims are necessarily unrelated to the specific facts and issues in this case, especially to the extent they involve different policies, coverages, terms, endorsements, and individuals, in addition to different properties of different ages, in different conditions. The existence of other claims, and/or what may or may not have occurred with respect to another claim, will neither prove nor disprove any claims and/or defenses at issue in this litigation; each claim is handled on its own individual merits. Any such matters, unrelated to the event that is the subject of this lawsuit, have no nexus to the harm Plaintiffs herein claim to have sustained under the subject policy and are irrelevant.

State Farm further objects to this Request because it is vague and ambiguous with respect to the use of the terms "Wind and Hail Full Roof Replacement Percentage" and because it is overly broad in scope (seeking "***all*** documents related to . . ."; not limited to information applicable to the specific insurance policy claim and/or coverages at issue in this litigation; not limited to information pertinent to the claims personnel who adjusted the subject claim); geographic area; and time (not limited to a reasonable period of time). It is also unduly burdensome depending on its interpretation. Plaintiffs have not established that such information is probative of any issue in the case or, therefore, discoverable. State Farm stands on its objections.

REQUEST FOR PRODUCTION NO. 17: Produce all documents related to the Total or Full Roof Replacement to Partial Roof Replacement Ratio on Wind/Hail Claims from January 1, 2019 to the present, including nationwide and state specific tracking of such ratios.

RESPONSE TO REQUEST NO. 17: State Farm objects to Request No. 17 because it is overly broad and seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties' relative access to relevant information, the parties' resources, the importance of the discovery in resolving the issues, and the burden or expense of the proposed discovery, which outweighs its likely benefit. As an initial matter, this case involves only Plaintiffs' insurance claim with State Farm, and other claims are necessarily unrelated to the specific facts and issues in this case, especially to the extent they involve different Policies, coverages, terms, endorsements, and individuals, in addition to different properties of different ages, in different conditions. The existence of other claims, and/or what may or may not have occurred with respect to another claim, will neither prove nor disprove any claims and/or defenses at issue in this litigation; each claim is handled on its own individual merits. Any such matters, unrelated to the event that is the subject of this lawsuit, have no nexus to the harm Plaintiffs herein claim to have sustained under the subject policy and are irrelevant.

State Farm also objects to this Request as overly broad in scope (seeking "*all* documents related to . . . ."; not limited to information applicable to the specific insurance policy claim and/or coverages at issue in this litigation; not limited to information pertinent to the claims personnel who adjusted the subject claim); geographic area; and time (not limited to a reasonable period of time). It is also vague and ambiguous and thus unduly burdensome depending on its interpretation. Plaintiffs have not established that such information is probative of any issue in the case or, therefore, discoverable. State Farm stands on its objections.

REQUEST FOR PRODUCTION NO. 18: Produce all documents related to the Total Roof Payment volumes on Wind/Hail claims from January 1, 2019 to the present, including nationwide and state specific tracking of such ratios.

RESPONSE TO REQUEST NO. 18: State Farm objects to Request for Production No. 18 because it is overly broad, improperly assumes facts, and seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties' relative access to relevant information, the parties' resources, the importance of the discovery in resolving the issues, and the burden or expense of the proposed discovery, which outweighs its likely benefit. As an initial matter, this case involves only Plaintiffs' insurance claim with State Farm, and other claims are necessarily unrelated to the specific facts and issues in this case, especially to the extent they involve different Policies, coverages, terms, endorsements, and individuals, in addition to different properties of different ages, in different conditions. The existence of other claims, and/or what may or may not have occurred with respect to another claim, will neither prove nor disprove any claims and/or defenses at issue in this litigation; each claim is handled on its own individual merits. Any such matters, unrelated to the event that is the subject of this lawsuit, have no nexus to the harm Plaintiffs herein claim to have sustained under the subject policy and are irrelevant.

State Farm further objects to this Request because it is vague and ambiguous with respect to the use of the terms "Total Roof Payment volumes on Wind/Hail claims" and because it is overly broad in scope (seeking "***all*** documents related to . . ."; not limited to information applicable to the specific insurance policy claim and/or coverages at issue in this litigation; not limited to information pertinent to the claims personnel who adjusted the subject claim) and time (not limited to a reasonable period of time). It is also unduly burdensome depending on its interpretation. Plaintiffs have not established that such information is probative of any issue in the case or, therefore, discoverable. State Farm stands on its objections.

REQUEST FOR PRODUCTION NO. 19: Produce all documents from January 1, 2019 until the present, relating to your review, monitoring, and/or tracking of the percentages of total or full roof replacements by individual adjusters and managers on wind/hail claims.

RESPONSE TO REQUEST NO. 19: State Farm objects to Request for Production No. 19 because it is overly broad, improperly assumes facts, and seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case. Specifically, the Interrogatory is overly broad in scope (seeking "all" with respect to broadly defined categories of documents; not limited to information applicable to the specific insurance policy claim and/or coverages at issue in this litigation; not limited to information pertinent to the claims personnel who adjusted the subject claim); geographic area; and time (not limited to a reasonable period of time). State Farm further objects to this Request because it is vague and ambiguous with respect to the use of the terms "review, monitoring, and or tracking." Moreover, State Farm objects to this Request to the extent it seeks confidential, proprietary business information and/or trade secrets, or information containing attorney work product and/or that is protected by the attorney client or other legal privileges. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable. Depending on its interpretation, the Request may also be unduly burdensome. State Farm stands on its objections.

REQUEST FOR PRODUCTION NO. 20: Produce any policies, procedures, and/or methods to review and/or track percentages of total or full roof replacements by individual adjusters and managers adjusting or working on Oklahoma wind/hail claims, including recommendations, approvals, or similar type of review, tracking, or analysis related to total or full roof replacements on wind/hail claims.

RESPONSE TO REQUEST NO. 20: State Farm objects to Request for Production No. 20 because it is overly broad and seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case. Specifically, the Interrogatory is overly broad in scope (seeking "all" with respect to broadly defined categories of documents; not limited to information applicable to the specific insurance policy claim and/or coverages at issue in this litigation; not limited to information pertinent to the claims personnel who adjusted the subject claim) and time (not limited to a reasonable period of time). State Farm further objects to this Request because it is vague and ambiguous with respect to the use of the terms "recommendations, approvals, or similar type of review, tracking or analysis" and may be unduly burdensome depending on its interpretation. Moreover, State Farm objects to this Request to the extent it seeks confidential, proprietary business information and/or trade secrets, or information containing attorney work product and/or that is protected by the attorney client or other legal privileges. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable. State Farm stands on its objections.

REQUEST FOR PRODUCTION NO. 21: Produce all Documents related to the Fire Model Enhancement-Wind/Hail, the Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiative for the kick off in Texas in 2020.

RESPONSE TO REQUEST NO. 21: State Farm objects to Request for Production No. 21 because it is overly broad and seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case. Specifically, the Interrogatory is overly broad in scope (seeking "all" with respect to broadly defined categories of documents; not limited to information applicable to the specific insurance policy claim and/or coverages at issue in this litigation; not limited to information pertinent to the claims personnel who adjusted the subject claim) and time (not limited to a reasonable period of time). State Farm further objects to this Request because it is vague and ambiguous with respect to the use and conflation of the various references to teams and initiatives. It may also be burdensome depending on its interpretation.

In addition, the Request is overly broad and irrelevant to the extent it seeks documents and communications regarding the claims of other insureds, arising under different facts, circumstances, policies, and dates and for insureds who have not placed their claims or the personal sensitive information pertaining to their homes and homeowner's claims at issue in this litigation. The investigation and evaluation of other claims will neither prove nor disprove any allegations in the case, as each claim is handled on its own individual facts. Moreover, State Farm objects to this Request to the extent it seeks confidential, proprietary business information and/or trade secrets, information containing attorney work product and/or that is protected by the attorney client or other legal privileges. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable. State Farm stands on its objections.

REQUEST FOR PRODUCTION NO. 22: Produce all Documents related to the Fire Model Enhancement-Wind/Hail, the Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiative referencing Oklahoma from January 1, 2019 until the present, including plans to implement such initiatives or plans in

Oklahoma, implementation in Oklahoma, tracking of indemnity savings in Oklahoma, tracking of the total or full roof replacement to partial roof replacement ratio in Oklahoma, tracking of full roof replacement approval percentages, and/or tracking of total roof payment volume on wind/hail claims in Oklahoma.

RESPONSE TO REQUEST NO. 22: State Farm objects to Request for Production No. 22 because it improperly assumes facts, is overly broad and seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case. Specifically, the Interrogatory is overly broad in scope (seeking "all" with respect to broadly defined categories of documents; not limited to information applicable to the specific insurance policy claim and/or coverages at issue in this litigation; not limited to information pertinent to the claims personnel who adjusted the subject claim) and time (not limited to a reasonable period of time). State Farm further objects to this Request because it is vague and ambiguous with respect to the use and conflation of the various references to teams and initiatives. It may also be burdensome depending on its interpretation. This Request is also overly broad and irrelevant to the extent it seeks documents and communications regarding the claims of other insureds, arising under different facts, circumstances, policies, and dates and for insureds who have not placed their claims or the personal sensitive information pertaining to their homes and homeowner's claims at issue in this litigation. The investigation and evaluation of other claims will neither prove nor disprove any allegations in the case, as each claim is handled on its own individual facts. Moreover, State Farm objects to this Request to the extent it seeks confidential, proprietary business information and/or trade secrets, information containing attorney work product and/or that is protected by the attorney client or other legal privileges. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable. State Farm stands on its objections.

REQUEST FOR PRODUCTION NO. 23: Produce all correspondence sent to or by Nicole Manduca from January 1, 2019 to the present referring or relating to the Fire Model Enhancement - Wind/Hail, the Wind and Hail Fire Model Enhancement Team, the Hail Focus Initiative and/or Hail Initiative and/or other wind/hail quality focus initiatives.

RESPONSE TO REQUEST NO. 23: State Farm objects to Request for Production No. 23 because it is overly broad and seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case. As an initial matter, Nicole Manduca was not involved in the adjustment or handling of Plaintiffs' claim. Moreover, the Request is overly broad in scope (seeking "all" with respect to broadly defined categories of documents; not limited to materials applicable to the specific insurance claim and/or coverages at issue in this litigation; not limited to materials pertinent to the claims personnel who adjusted the subject claim) and geographic area (not limited to materials applicable to Oklahoma). In addition, the Request is overly broad and irrelevant to the extent it seeks documents and communications regarding the claims of other insureds, arising under different facts, circumstances, policies, and dates and for insureds who have not placed their claims or the personal sensitive information pertaining to their homes and homeowner's claims at issue in this litigation. The investigation and evaluation of other claims will neither prove nor disprove any allegations in the case, as each claim is handled on its own individual facts. Further, State Farm objects to this Request because it assumes facts and is vague and ambiguous, especially as to the use and conflation of the various references to teams and initiatives. It may also be burdensome depending on its interpretation. Moreover, State Farm objects to this Request to the extent it seeks confidential, proprietary business information and/or trade secrets, information containing attorney work product and/or that is protected by the attorney client or other legal privileges. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable. State Farm stands on its objections.

REQUEST FOR PRODUCTION NO. 24: Produce all Documents related to the Fire Model Enhancement -Wind/Hail, the Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiatives, including any presentations, metrics, claim handling tactics or rules, tracking of results, and/or Cost/Benefit Analyses You performed regarding any such initiative or program.

RESPONSE TO REQUEST NO. 24: State Farm objects to Request for Production No. 24 because it is overly broad and seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case. Specifically, the Request is overly broad in scope (seeking "all" with respect to broadly defined categories of documents; not limited to materials applicable to the specific insurance claim and/or coverages at issue in this litigation; not limited to materials pertinent to the claims personnel who adjusted the subject claim) and geographic area (not limited to materials applicable to Oklahoma). In addition, the Request is overly broad and irrelevant to the extent it seeks documents and communications regarding the claims of other insureds, arising under different facts, circumstances, policies, and dates and for insureds who have not placed their claims or the personal sensitive information pertaining to their homes and homeowner's claims at issue in this litigation. The investigation and evaluation of other claims will neither prove nor disprove any allegations in the case, as each claim is handled on its own individual facts. Further, State Farm objects to this Request because it assumes facts and is vague and ambiguous, especially as to the use and conflation of the various references to teams and initiatives. It may also be burdensome depending on its interpretation. Moreover, State Farm objects to this Request to the extent it seeks confidential, proprietary business information and/or trade secrets, information containing attorney work product and/or that is protected by the attorney client or other legal privileges. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable. State Farm stands on its objections.

REQUEST FOR PRODUCTION NO. 25: Produce all Documents memorializing any enterprise-wide rule You have stated, implemented, or enforced regarding the need for any management approval of full roof replacements on wind/hail claims.

RESPONSE TO REQUEST NO. 25: State Farm objects to Request for Production No. 25 because it impermissibly assumes facts, is overly broad, and seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case. Specifically, the Request is overly broad in scope (not limited to materials applicable to the specific insurance claim and/or coverages at issue in this litigation; not limited to materials pertinent to the claims personnel who adjusted the subject claim); time (not limited to a reasonable period of time); and geographic area (not limited to materials applicable to Oklahoma). Further, State Farm objects to this Request as vague and ambiguous, especially as to the terms/phrases "enterprise-wide rule . . . stated, implemented, or enforced regarding the need" and may be overly broad depending on its interpretation. Moreover, State Farm objects to this Request to the extent it seeks confidential, proprietary business information and/or trade secrets, invades the privacy rights of policyholders who are not parties to this lawsuit, or seeks information containing attorney work product and/or that is protected by the attorney client or other legal privileges. State Farm further objects to the extent this Request purports to imply that State Farm implemented an enterprise-wide rule that required management approval of full roof replacements on all wind/hail claims. Rather, managerial approval for total roof replacements depends on the experience and level of authority of the adjuster and/or the nature of the weather event. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable. State Farm stands on its objections.

<u>REQUEST FOR PRODUCTION NO. 26</u>: Your Quality plan(s), program(s), and/or initiative(s) to reduce or track indemnity payments, reduce or track the total or full roof replacement to partial roof ratio, reduce or track full roof replacement approval percentages, and reduce or track nationwide total roof payment volume on wind or hail claims from January 1, 2019 to the present.

<u>RESPONSE TO REQUEST NO. 26</u>: State Farm objects to Request for Production No. 26 because it impermissibly assumes facts and seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case. Specifically, the Request is overly broad in scope (not limited to materials applicable to the specific insurance claim and/or coverages at issue in this litigation; not limited to materials pertinent to the claims personnel who adjusted the subject claim); time (not limited to a reasonable period of time); and geographic area (not limited to materials applicable to Oklahoma). Further, State Farm objects to this Request because it is vague and ambiguous, especially as to the terms/phrases "Quality plan(s), program(s), and/or initiative(s)" and is unduly burdensome depending on its interpretation.

State Farm also objects to this Request to the extent it seeks confidential, proprietary business information and/or trade secrets, information containing attorney work product and/or that is protected by the attorney client or other legal privileges. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable. State Farm stands on its objections.

Subject to these and State Farm's Universal Objections, State Farm agrees to produce State Farm's Fire Property Claims Quality Plan that was in effect on the date of loss, upon entry of an approved protective order.

REQUEST FOR PRODUCTION NO. 27: Your Wind/Hail claims Focus Models, including the Fire Model Enhancement – Wind/Hail, pertaining to homeowners' claims from 2016 to present, including all presentations, internal memos, or related documents.

RESPONSE TO REQUEST NO. 27: State Farm objects to Request for Production No. 27 because it improperly assumes facts and is vague and ambiguous, especially as to the terms/phrases "Wind/Hail claims Focus Models" and "related documents" and is unduly burdensome depending on its interpretation. State Farm further objects because this Request is overly broad and seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case. Specifically, the Request is overly broad in scope (not limited to materials applicable to the specific insurance claim and/or coverages at issue in this litigation; not limited to materials pertinent to the claims personnel who adjusted the subject claim); time (not limited to a reasonable period of time); and geographic area (not limited to materials applicable to Oklahoma). In addition, the Request is overly broad and irrelevant to the extent it seeks documents and communications regarding the claims of other insureds, arising under different facts, circumstances, policies, and dates and for insureds who have not placed their claims or the personal sensitive information pertaining to their homes and homeowner's claims at issue in this litigation. The investigation and evaluation of other claims will neither prove nor disprove any allegations in the case, as each claim is handled on its own individual facts. Moreover, State Farm objects to this Request to the extent it seeks confidential, proprietary business information and/or trade secrets, information containing attorney work product and/or that is protected by the attorney client or other legal privileges. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable. State Farm stands on its objections.

REQUEST FOR PRODUCTION NO. 28: The matrices which relate to or involve the tracking of Your financial savings (and future financial savings) tied to reduction in indemnity payments on wind/hail claims, reduction in the total or full roof replacement to partial roof ratio, nationwide total roof payment volume, and/or reduction of the full roof replacement percentage on wind or hail claims from January 1, 2019 to the present.

RESPONSE TO REQUEST NO. 28: State Farm objects to Request for Production No. 28 because it improperly assumes facts and is vague and ambiguous, especially as to the terms/phrases "matrices which involve the tracking of" and may be unduly burdensome depending on its interpretation. State Farm further objects to this Request because it is overly broad and seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case. Specifically, the Request is overly broad in scope (not limited to materials applicable to the specific insurance claim and/or coverages at issue in this litigation; not limited to materials pertinent to the claims personnel who adjusted the subject claim); time (not limited to a reasonable period of time); and geographic area (not limited to materials applicable to Oklahoma).

Moreover, State Farm objects to this Request to the extent it seeks confidential, proprietary business information and/or trade secrets, information containing attorney work product and/or that is protected by the attorney client or other legal privileges. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable. State Farm stands on its objections.

<u>REQUEST FOR PRODUCTION NO. 29</u>: Produce all Documents related in any way to "enhanced emphasis on Claim Handling Hygiene."

<u>RESPONSE TO REQUEST NO. 29</u>: State Farm objects to Request for Production No. 29 because it is overly broad and seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case. Specifically, the Request is overly broad in scope (seeking "***all*** Documents related in ***any way***"; not limited to materials applicable to the specific insurance claim and/or coverages at issue in this litigation; not limited to materials pertinent to the claims personnel who adjusted the subject claim); time (not limited to a reasonable period of time); and geographic area (not limited to materials applicable to Oklahoma). In addition, the Request is overly broad and irrelevant to the extent it seeks documents and communications regarding the claims of other insureds, arising under different facts, circumstances, policies, and dates and for insureds who have not placed their claims or the personal sensitive information pertaining to their homes and homeowner's claims at issue in this litigation. The investigation and evaluation of other claims will neither prove nor disprove any allegations in the case, as each claim is handled on its own individual facts. Further, State Farm objects to this Request because it assumes facts and is vague and ambiguous, especially as to the terms/phrases "related in any way" and "enhanced emphasis on Claim Handling Hygiene" and therefore may be unduly burdensome depending on its interpretation. Moreover, State Farm objects to this Request to the extent it seeks confidential, proprietary business information and/or trade secrets, information containing attorney work product and/or that is protected by the attorney client or other legal privileges. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable. State Farm stands on its objections.

REQUEST FOR PRODUCTION NO. 30: Produce all Documents related to the "Art of the Conversation."

RESPONSE TO REQUEST NO. 30: State Farm objects to Request for Production No. 30 because it improperly assumes facts and seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case. Specifically, the Request is overly broad in scope (seeking "***all*** Documents related to . . . ."; not limited to materials applicable to the specific insurance claim and/or coverages at issue in this litigation; not limited to materials pertinent to the claims personnel who adjusted the subject claim); time (not limited to a reasonable period of time); and geographic area (not limited to materials applicable to Oklahoma). It is also vague and ambiguous and therefore may be unduly burdensome depending on its interpretation. Moreover, State Farm objects to this Request to the extent it seeks confidential, proprietary business information and/or trade secrets, information containing attorney work product and/or that is protected by the attorney client or other legal privileges. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable. State Farm stands on its objections.

REQUEST FOR PRODUCTION NO. 31: Produce all Documents related to the "HAAG Refresher."

RESPONSE TO REQUEST NO. 31: State Farm objects to Request for Production No. 31 because it seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case. Specifically, the Request is overly broad in scope (seeking "***all*** Documents related to . . . ."; not limited to materials applicable to the specific insurance claim and/or coverages at issue in this litigation; not limited to materials pertinent to the claims personnel who adjusted the subject claim); time (not limited to a reasonable period of time); and geographic area (not limited to materials applicable to Oklahoma). State Farm further objects to this Request as vague, specifically with respect to the use of the term "HAAG Refresher" and therefore may be unduly burdensome depending on its interpretation.

State Farm further states that its procedures are intended to provide guidance, but each claim is handled on its own merits. Moreover, training materials that were obsolete on the date of loss, pertain only to other losses, and/or pertain only to other areas of the country, are not relevant to the matters at issue in this case. State Farm additionally objects to this Request to the extent it seeks information and/or documents authored and/or copyrighted by entities that are not parties to this litigation, which State Farm is not at liberty to produce. Finally, State Farm objects to this Request to the extent it seeks confidential, proprietary business information and/or trade secrets. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable. State Farm stands on its objections.

REQUEST FOR PRODUCTION NO. 32: Produce all Documents related to the "2021 Fire Property Claims Quality Plan."

RESPONSE TO REQUEST NO. 32: State Farm objects to Request for Production No. 32 because it is overly broad and seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case. Specifically, the Request is overly broad in scope and unduly burdensome (seeking "*all* Documents related to . . . ."; not limited to materials applicable to the specific insurance claim and/or coverages at issue in this litigation; not limited to materials pertinent to the claims personnel who adjusted the subject claim); time (not limited to a reasonable period of time); and geographic area (not limited to materials applicable to Oklahoma). In addition, the Request is overly broad and irrelevant to the extent it seeks documents and communications regarding the claims of other insureds, arising under different facts, circumstances, policies, and dates and for insureds who have not placed their claims or the personal sensitive information pertaining to their homes and homeowner's claims at issue in this litigation. The investigation and evaluation of other claims will neither prove nor disprove any allegations in the case, as each claim is handled on its own individual facts. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable.

Subject to these and State Farm's Universal Objections, State Farm agrees to produce State Farm's 2021 Fire Property Claims Quality Plan upon entry of an approved protective order.

REQUEST FOR PRODUCTION NO. 33: Produce full and complete copies of all communications on "MyBlock" for the last ten (10) years related to wind/hail claims, total roof replacements, and/or the Fire Model Enhancement – Wind/Hail or related Team.

RESPONSE TO REQUEST NO. 33: State Farm objects to Request for Production No. 33 because it is overly broad and seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case. Specifically, the Request is overly broad in scope and unduly burdensome (seeking "*all* communications"; not limited to materials applicable to the specific insurance claim and/or coverages at issue in this litigation; not limited to materials pertinent to the claims personnel who adjusted the subject claim); time (not limited to a reasonable period of time); and geographic area (not limited to materials applicable to Oklahoma). In addition, the Request is overly broad and irrelevant to the extent it seeks documents and communications regarding the claims of other insureds, arising under different facts, circumstances, policies, and dates and for insureds who have not placed their claims or the personal sensitive information pertaining to their homes and homeowner's claims at issue in this litigation. The investigation and evaluation of other claims will neither prove nor disprove any allegations in the case, as each claim is handled on its own individual facts. Moreover, State Farm objects to this

Request to the extent it seeks confidential, proprietary business information and/or trade secrets, information containing attorney work product and/or that is protected by the attorney client or other legal privileges. It is also unduly burdensome to search for and/or produce such information. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable. State Farm stands on its objections.

REQUEST FOR PRODUCTION NO. 34: Produce full and complete copies of all "HAAG Education Hail and Wind Assessment Video Series," including but not limited to: Chapter 1 – Hail and Wind Basics contains four segments and is 1 hour and 28 minutes; Chapter 2 – Composition Shingles contains nine segments and is 2 hours and 33 minutes long.

RESPONSE TO REQUEST NO. 34: State Farm objects to Request for Production No. 34 because, in requesting "*full and complete* copies of 'HAAG Education Hail Assessment Video Series," it is overly broad and seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case. Specifically, the Request is overly broad in scope because it is not limited to trainings applicable to the specific insurance claim and/or coverages at issue in this litigation.

State Farm further objects to this Request because Haag has taken the position that State Farm does not have the authority to produce these videos. According to Haag, the videos constitute its intellectual property, and State Farm's license to use the videos "does not confer upon State Farm any authority or sufficient control over the videos to reproduce, disclose, or otherwise produce Haag's proprietary materials in litigation." *See* Decl. of R. Holdhusen, attached hereto. As such, Plaintiffs' request should be directed to Haag. State Farm stands on its objections.

REQUEST FOR PRODUCTION NO. 35: Produce full and complete copies of all Documents or Communications pertaining to "Claims and Agency Weather Event Topic

Discussions" and any transcriptions of the following: "Claim managers will host calls with Agency leadership from mid-January 2021 through February 2021 to discuss wind/hail topics that were frequent points of discussion with Agency in 2020. These topics may include a review of 2020 claim wind/hail volume, additional inspections, matching, roofer inspections prior to a claim being submitted to State Farm, timelines for obtaining replacement cost benefits, Roof/Exterior Inspection Assist Program, SFPSP Roofing Services Program (RSP)/Contractor Services Program (CSP), Roof Surfaces Payment Schedule Endorsement, and Metal Roof Exclusion for Hail (Section 1 – Additional Coverage: Metal Roof Endorsement)."

RESPONSE TO REQUEST NO. 35: State Farm objects to Request for Production No. 35 because it is overly broad, improperly assumes facts, and seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case. Specifically, the Request is overly broad in scope (not limited to materials applicable to the specific insurance claim and/or coverages at issue in this litigation; not limited to materials pertinent to the claims personnel who adjusted the subject claim) and geographic area (not limited to materials applicable to Oklahoma). In addition, the Request is overly broad and irrelevant to the extent it seeks documents and communications regarding the claims of other insureds, arising under different facts, circumstances, policies, and dates and for insureds who have not placed their claims or the personal sensitive information pertaining to their homes and homeowner's claims at issue in this litigation. The investigation and evaluation of other claims will neither prove nor disprove any allegations in the case, as each claim is handled on its own individual facts. Additionally, in requesting "all" documents on the broadly described topics, the Request is vague and ambiguous and unduly burdensome.

Moreover, State Farm objects to this Request to the extent it seeks confidential, proprietary business information and/or trade secrets, information containing attorney work product and/or that is protected by the attorney client or other legal privileges. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable. State Farm stands on its objections.

REQUEST FOR PRODUCTION NO. 36: Please produce any and all emails, letters, memos, or other correspondence or documents sent or received by Nicole Manduca from January 1, 2019 until the present time regarding or relating to (i) Fire Model Enhancement -Wind/Hail, the Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiatives, (ii) implementation of Fire Model Enhancement -Wind/Hail, the Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiatives in Texas; (iii) implementation of Fire Model Enhancement - Wind/Hail, the Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiatives in Oklahoma; (iv) claims handling tactics or rules used related to such initiatives or plans; (v) Fire Model Enhancement Guidelines; and/or (vi) tracking of indemnity savings, tracking of the total or full roof replacement to partial roof replacement ratio, tracking of full roof replacement approval percentages, and/or tracking of total roof payment volume on wind/hail claims.

RESPONSE TO REQUEST NO. 36: State Farm objects to Request for Production No. 36 because it is duplicative of Request for Production No. 23. In addition, State Farm objects to this Request because it is overly broad and seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case. As an initial matter, Nicole Manduca was not involved in any way with the handling or adjustment of Plaintiffs' claim.

Moreover, the Request is overly broad in scope (seeking "any and all" with respect to broadly defined categories of documents; not limited to materials applicable to the specific insurance claim and/or coverages at issue in this litigation; not limited to materials pertinent to the claims personnel who adjusted the subject claim); time (not limited to a reasonable time period); and geographic area (not limited to materials applicable to Oklahoma). In addition, the Request is overly broad and irrelevant to the extent it seeks documents and communications regarding the claims of other insureds, arising under different facts, circumstances, policies, and dates and for insureds who have not placed their claims or the personal sensitive information pertaining to their homes and homeowner's claims at issue in this litigation. The investigation and evaluation of other claims will neither prove nor disprove any allegations in the case, as each claim is handled on its own individual facts. Further, State Farm objects to this Request because it assumes facts and is vague and ambiguous, especially as to the conflation in the use and references to various teams and initiatives as well as "claims handling tactics or rules used related to such initiatives or plans"; therefore, it may be unduly burdensome depending on its interpretation. Moreover, State Farm objects to this Request to the extent it seeks confidential, proprietary business information and/or trade secrets, information containing attorney work product and/or that is protected by the attorney client or other legal privileges. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable. State Farm stands on its objections.

REQUEST FOR PRODUCTION NO. 37: Please produce any and all emails, letters, memos, or other correspondence or documents sent or received by Tom Moss from January 1, 2019 until the present time regarding or relating to (i) Fire Model Enhancement -Wind/Hail, the Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiatives, (ii) implementation of Fire Model Enhancement -Wind/Hail, the

Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiatives in Texas; (iii) implementation of Fire Model Enhancement - Wind/Hail, the Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiatives in Oklahoma; (iv) claims handling tactics or rules used related to such initiatives or plans; (v) Fire Model Enhancement Guidelines; and/or (v) tracking of indemnity savings, tracking of the total or full roof replacement to partial roof replacement ratio, tracking of full roof replacement approval percentages, and/or tracking of total roof payment volume on wind/hail claims.

RESPONSE TO REQUEST NO. 37: State Farm objects to Request for Production No. 37 because it is overly broad and seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case. As an initial matter, Tom Moss was not involved in the handling or adjustment of Plaintiffs' claim. Moreover, the Request is overly broad in scope (seeking "any and all" with respect to broadly defined categories of documents; not limited to materials applicable to the specific insurance claim and/or coverages at issue in this litigation; not limited to materials pertinent to the claims personnel who adjusted the subject claim); time (not limited to a reasonable time period); and geographic area (not limited to materials applicable to Oklahoma). In addition, the Request is overly broad and irrelevant to the extent it seeks documents and communications regarding the claims of other insureds, arising under different facts, circumstances, policies, and dates and for insureds who have not placed their claims or the personal sensitive information pertaining to their homes and homeowner's claims at issue in this litigation. The investigation and evaluation of other claims will neither prove nor disprove any allegations in the case, as each claim is handled on its own individual facts. Further, State Farm objects to this Request because it assumes facts and is vague and ambiguous, in the conflation of the use and references to various claims and initiatives as well as "claims handling tactics or rules used related to such initiatives or plans"; therefore, it may be unduly burdensome depending on its interpretation, especially as to the terms/phrases "Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiatives" and "claims handling tactics or rules used related to such initiatives or plans." Moreover, State Farm objects to this Request to the extent it seeks confidential, proprietary business information and/or trade secrets, information containing attorney work product and/or that is protected by the attorney client or other legal privileges. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable. State Farm stands on its objections.

<u>REQUEST FOR PRODUCTION NO. 38</u>: Please produce any and all emails, letters, memos, or other correspondence or documents sent or received by Susan Maynard from January 1, 2019 until the present time regarding or relating to (i) Fire Model Enhancement -Wind/Hail, the Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiatives, (ii) implementation of Fire Model Enhancement -Wind/Hail, the Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiatives in Texas; (iii) implementation of Fire Model Enhancement - Wind/Hail, the Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiatives in Oklahoma; (iv) claims handling tactics or rules used related to such initiatives or plans; (v) Fire Model Enhancement Guidelines; and/or (v) tracking of indemnity savings, tracking of the total or full roof replacement to partial roof replacement ratio, tracking of full roof replacement approval percentages, and/or tracking of total roof payment volume on wind/hail claims.

RESPONSE TO REQUEST NO. 38: State Farm objects to Request for Production No. 38 because it is overly broad and seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case. As an initial matter, Susan Maynard was not involved in the handling or adjustment of Plaintiffs' claim. Moreover, the Request is overly broad in scope (seeking "any and all" with respect to broadly defined categories of documents; not limited to materials applicable to the specific insurance claim and/or coverages at issue in this litigation; not limited to materials pertinent to the claims personnel who adjusted the subject claim); time (not limited to a reasonable time period); and geographic area (not limited to materials applicable to Oklahoma). In addition, the Request is overly broad and irrelevant to the extent it seeks documents and communications regarding the claims of other insureds, arising under different facts, circumstances, policies, and dates and for insureds who have not placed their claims or the personal sensitive information pertaining to their homes and homeowner's claims at issue in this litigation. The investigation and evaluation of other claims will neither prove nor disprove any allegations in the case, as each claim is handled on its own individual facts. Further, State Farm objects to this Request because it assumes facts and is vague and ambiguous, in the conflation of the use and references to various claims and initiatives as well as "claims handling tactics or rules used related to such initiatives or plans;" therefore, it may be unduly burdensome depending on its interpretation. Additionally, State Farm objects to this Request to the extent it seeks confidential, proprietary business information and/or trade secrets, information containing attorney work product and/or that is protected by the attorney client or other legal privileges. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable. State Farm stands on its objections.

REQUEST FOR PRODUCTION NO. 39: Produce all Fire Model Enhancement Guidelines for Wind/Hail.

RESPONSE TO REQUEST NO. 39: State Farm objects to Request for Production No. 39 because it is overly broad and seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case. Specifically, the Request is overly broad in scope (not limited to materials applicable to the specific insurance claim and/or coverages at issue in this litigation; not limited to materials pertinent to the claims personnel who adjusted the subject claim); time (not limited to a reasonable period of time); and geographic area (not limited to materials applicable to Oklahoma). It is also unduly burdensome. Moreover, State Farm objects to this Request to the extent it seeks confidential, proprietary business information and/or trade secrets, information containing attorney work product and/or that is protected by the attorney client or other legal privileges. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable. State Farm stands on its objections.

REQUEST FOR PRODUCTION NO. 40: Produce any and all emails, letters, memos, or other correspondence or documents duties of State Farm and/or its captive Agent(s) to keep abreast of the condition of the properties State Farm insures upon renewal, including but not limited to reducing the risk of insuring the property, maintaining the exterior of the property, reducing the risk of additional damage to the roof, replacing the roof, replacing shingles with granular loss, eligible roofing material used, and how the insured gets this information to State Farm and/or its captive Agent(s).

RESPONSE TO REQUEST NO. 40: State Farm objects to Request for Production No. 40 because it improperly assumes facts and seeks information which is not relevant or proportional to the needs of the case. The Request is also vague and ambiguous with respect to the terms "duties," "keep abreast," and "how the insured gets this information to State Farm and/or its captive Agent(s)" and therefore may be unduly burdensome depending on the interpretation. State Farm additionally objects to this Interrogatory as invasive of the attorney-client privilege and/or work-product doctrine and because it improperly seeks a legal conclusion.

The Request is also objectionable because it is overly broad in scope (not limited to materials applicable to the specific insurance claim and/or coverages at issue in this litigation; not limited to materials pertinent to the claims personnel who adjusted the subject claim); time (not limited to a reasonable period of time); and geographic area (not limited to materials applicable to Oklahoma). In addition, the Request is overly broad and irrelevant to the extent it seeks documents and communications regarding the claims of other insureds, arising under different facts, circumstances, policies, and dates and for insureds who have not placed their claims or the personal sensitive information pertaining to their homes and homeowner's claims at issue in this litigation. The investigation and evaluation of other claims will neither prove nor disprove any allegations in the case, as each claim is handled on its own individual facts. Moreover, State Farm objects to this Request to the extent it seeks confidential, proprietary business information and/or trade secrets, information containing attorney work product and/or that is protected by the attorney client or other legal privileges. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable. State Farm stands on its objections.

REQUEST FOR PRODUCTION NO. 41: Produce any Fire Property Claims Quality Plan from January 1, 2019 until the present time.

RESPONSE TO REQUEST NO. 41: State Farm objects to Request for Production No. 41 because it is overly broad and seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case. Specifically, the Request is overly broad in scope (not limited to materials applicable to the specific insurance claim and/or coverages at issue in this litigation; not limited to materials pertinent to the claims personnel who adjusted the subject claim); time (not limited to a reasonable period of time); and geographic area (not limited to materials applicable to Oklahoma). Moreover, State Farm objects to this Request to the extent it seeks confidential, proprietary business information and/or trade secrets, information containing attorney work product and/or that is protected by the attorney client or other legal privileges. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable.

Subject to these objections and State Farm's Universal Objections, State Farm agrees to produce State Farm's Fire Property Claims Quality Plan that was in effect on the date of loss, upon entry of an approved protective order.

REQUEST FOR PRODUCTION NO. 42: Produce any Wind/Hail Claims Guidelines from January 1, 2019 until the present time.

RESPONSE TO REQUEST NO. 42: State Farm objects to Request for Production No. 42 because it is overly broad and seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case. Specifically, the Request is overly broad in scope (not limited to materials applicable to the specific insurance claim and/or coverages at issue in this litigation; not limited to materials pertinent to the claims personnel who adjusted the subject claim) and time (not limited to a reasonable period of time). Moreover, State Farm objects to this Request to the extent it seeks confidential, proprietary business information and/or trade secrets, information containing attorney work product and/or that is protected by the attorney client or other legal privileges. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable. State Farm stands on its objections.

REQUEST FOR PRODUCTION NO. 43: Please produce any and all emails, letters, memos, or other correspondence or documents sent or received by Sharon Arnold from January 1, 2019 until the present time regarding or relating to (i) Fire Model Enhancement -Wind/Hail, the Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiatives, (ii) implementation of Fire Model Enhancement -Wind/Hail, the Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiatives in Texas; (iii) implementation of Fire Model Enhancement - Wind/Hail, the Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiatives in Oklahoma; (iv) claims handling tactics or rules used related to such initiatives or plans; (v) Fire Model Enhancement Guidelines; and/or (v) tracking of indemnity savings, tracking of the total or full roof replacement to partial roof replacement ratio, tracking of full roof replacement approval percentages, and/or tracking of total roof payment volume on wind/hail claims.

RESPONSE TO REQUEST NO. 43: State Farm objects to Request for Production No. 43 because it is overly broad and seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case. As an initial matter, Sharon Arnold was not involved in the handling or adjustment of Plaintiffs' claim. Moreover, the Request is overly broad in scope (seeking "any and all" with respect to broadly defined categories of documents; not limited to materials applicable to the specific insurance claim and/or coverages at issue in this litigation; not limited to materials pertinent to the claims personnel who adjusted the subject claim); time (not limited to a reasonable time period); and geographic area (not limited to materials applicable to Oklahoma). In addition, the Request is overly broad and irrelevant to the extent it seeks documents and communications regarding the claims of other insureds, arising under different facts, circumstances, policies, and dates and for insureds who have not placed their claims or the personal sensitive information pertaining to their homes and homeowner's claims at issue in this litigation. The investigation and evaluation of other claims will neither prove nor disprove any allegations in the case, as each claim is handled on its own individual facts. Further, State Farm objects to this Request because it assumes facts and is vague and ambiguous, especially as to the terms/phrases "any hail quality focus initiatives," "claims handling tactics or rules used related to such initiatives or plans," "total or full roof replacement to partial roof replacement ratio," "full roof replacement approval percentages," and "total roof payment volume." Therefore, it may be unduly burdensome depending on its interpretation. Moreover, State Farm objects to this Request to the extent it seeks confidential, proprietary business information and/or trade secrets, information containing attorney work product and/or that is protected by the attorney client or other legal privileges. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable. State Farm stands on its objections.

REQUEST FOR PRODUCTION NO. 44: Produce all documents previously produced and/or ordered by the respective court to be produced by You in the following cases:

- Nida v. State Farm, CJ-2020-4453 (Oklahoma County)
- Hosier v. State Farm, CJ-2021-1741 (Oklahoma County)
- Kyger v. State Farm, CJ-2022-3990 (Oklahoma County)
- McDow v. State Farm, CJ-2022-1857 (Oklahoma County)
- Barnett v. State Farm, CJ-2020-141 (Grady County)
- McNeil v. State Farm, CJ-2021-926 (Cleveland County)

RESPONSE TO REQUEST NO. 44: State Farm objects to Request for Production No. 44 as an improper attempt to circumvent the protective orders governing the disclosure of

Confidential information in other cases and the relevance requirements for each case. State Farm further objects because this Request is overly broad and seeks information that is not relevant to the resolution of any party's claims or defenses or proportional to the needs of the case, as each of the cases listed in this Request involves different insureds, policies, properties, weather events, and facts of loss. This Request is also overly broad in scope (not limited to materials applicable to the specific insurance claim and/or coverages at issue in this litigation; and not limited to materials pertinent to the claims personnel who adjusted the subject claim) and to the extent it seeks documents and communications regarding the claims of other insureds, arising under different facts, circumstances, policies, and dates and for insureds who have not placed their claims or the personal sensitive information pertaining to their homes and homeowner's claims at issue in this litigation. The investigation and evaluation of other claims will neither prove nor disprove any allegations in the case, as each claim is handled on its own individual facts. Further, State Farm objects to this Request because it is improper "cloned discovery" and to the extent it seeks confidential, proprietary business information and/or trade secrets or information. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable. State Farm stands on its objections.

REQUESTS FOR ADMISSION

REQUEST FOR ADMISSION NO. 1: Admit that Plaintiff notified State Farm Fire and Casualty Company of the loss pertinent to the present action as required under the Policy.

RESPONSE TO REQUEST NO. 1: Denied.

REQUEST FOR ADMISSION NO. 2: Admit that Plaintiff complied with all provisions of the policy with regard to filing a claim for loss.

RESPONSE TO REQUEST NO. 2: Denied.

REQUEST FOR ADMISSION NO. 3: Admit that it is standard practice in the insurance industry for claims departments to adjust claims in a manner that does not violate the provisions of the Oklahoma Unfair Claims Settlement Practices Act, 36 O.S. § 1201, et seq.

RESPONSE TO REQUEST NO. 3: State Farm objects to Request for Admission No. 3 because it is vague and ambiguous, harassing, and serves no legitimate purpose. It is improper to ask State Farm to admit or deny information as to what is or is not "standard practice" of other insurers, which is how the request is framed. For that reason and others, the admission request seeks information which is not relevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to these objections and State Farm's Universal Objections, State Farm admits that it handles claims in accordance with the Unfair Claims Settlement Practices Act provisions that are applicable to the specific claim being handled and not prevented by circumstances outside of State Farm's control.

REQUEST FOR ADMISSION NO. 4: Admit that State Farm Fire and Casualty Company must conduct a reasonable and prompt investigation of Plaintiffs' insurance claim.

RESPONSE TO REQUEST NO. 4: State Farm objects to Request for Admission No. 4 because it is vague and ambiguous. What is "reasonable" and "prompt" is subject to interpretation and prevents State Farm from admitting or denying the request with precision as written. The request also improperly asks State Farm to admit or deny a legal conclusion. Subject to these objections and State Farm's Universal Objections, State Farm admits that it must conduct a reasonable and prompt investigation, the determination of which varies based upon the facts of each claim.

REQUEST FOR ADMISSION NO. 5: Admit that State Farm Fire and Casualty Company must promptly pay Plaintiffs all benefits owed under Plaintiffs' Policy.

RESPONSE TO REQUEST NO. 5: State Farm objects to Request for Admission No. 5 because it is vague and ambiguous. What constitutes "promptly" is subject to interpretation and prevents State Farm from admitting or denying the request with precision as written. The request also improperly asks State Farm to admit or deny a legal conclusion. Subject to these objections and State Farm's Universal Objections, State Farm admits that it must pay Plaintiffs benefits State Farm determines are owed under the Policy within a reasonable time of determining they are owed.

REQUEST FOR ADMISSION NO. 6: Admit that State Farm Fire and Casualty Company's claim file for Plaintiffs must contain contemporaneous and detailed documentation of each action taken and all work performed on Plaintiffs' claim.

RESPONSE TO REQUEST NO. 6: State Farm objects to Request for Admission No. 6 because it is vague and ambiguous. What is "contemporaneous" and "detailed" is subject to interpretation and prevents State Farm from admitting or denying the request with precision as written. The request also improperly asks State Farm to admit or deny a legal conclusion. Subject to these objections and State Farm's Universal Objections, State Farm denies the request as written. What the statute requires is that State Farm include notes and papers in the claim file "in such detail that pertinent events and the dates of such events can be reconstructed."

REQUEST FOR ADMISSION NO. 7: Admit that Plaintiffs' Policy afforded coverage to Plaintiffs for the structural damage to the Subject Property and that said Coverage was active at all times relevant to this lawsuit.

RESPONSE TO REQUEST NO. 7: State Farm objects to Request for Admission No. 7 because it is vague and ambiguous as to what is meant by "structural damage" and that "said Coverage was active." It also assumes facts—"structural damage"—that do not exist. Subject to these objections and State Farm's Universal Objections, the request for admission is denied because there was no "structural damage" (as it is understood by State Farm) to the "Subject Property" from a June 15, 2023 date of loss (or otherwise based on the information known to State Farm). State Farm admits that the Policy was in force on the date of loss.

REQUEST FOR ADMISSION NO. 8: Admit that Plaintiffs have paid the premiums in full on the Policy.

RESPONSE TO REQUEST NO. 8: State Farm objects to Request for Admission No. 8 because it seeks information which is not relevant, likely to lead to the discovery of admissible evidence, or proportional to the needs of the case. State Farm is not urging any defense based on any non-payment or late-payment of premiums. State Farm admits that the policy was in force on the date of loss. State Farm stands on its objection as to any further response to this admission request.

REQUEST FOR ADMISSION NO. 9: Admit at the time of the inception of Plaintiffs' Policy, State Farm required its agents, including Agent, to inspect all new business, including rewrites to new locations.

RESPONSE TO REQUEST NO. 9: Denied.

REQUEST FOR ADMISSION NO. 10: Admit that State Farm utilized assumptive data regarding the characteristics of Plaintiffs' Dwelling in the calculation of Plaintiffs' replacement cost value.

RESPONSE TO REQUEST NO. 10: State Farm objects to this Request as it is vague and ambiguous as worded, does not define the "assumptive data" referenced, does not distinguish whether it relates to the underwriting process or the claims handling process, and appears to be overly broad in time and scope, an incomplete hypothetical irrelevant to the Plaintiffs' claim and/or policy, which is an improper request for admission. Subject to these objections and State Farm's

Universal Objections, denied.

<u>REQUEST FOR ADMISSION NO. 11</u>: Admit the term "hail damage" is not defined in Plaintiffs' Policy.

<u>RESPONSE TO REQUEST NO. 11</u>: State Farm objects to this Request because the policy is a written document that speaks for itself and it improperly assumes that a policy form must define hail damage. Subject to these objections and State Farm's Universal Objections, State Farm's policy states that it "will pay for accidental direct physical loss" to covered property "unless the loss is excluded or limited" in the policy and thus includes hail damage. State Farm otherwise admits that "hail damage" is not a defined term in the policy.

<u>REQUEST FOR ADMISSION NO. 12</u>: Admit the term "functional damage" is not defined in Plaintiffs' Policy.

<u>RESPONSE TO REQUEST NO. 12</u>: State Farm objects to this Request because it is vague and ambiguous, and the policy is a written document that speaks for itself. State Farm also objects that this Request improperly assumes that functional damage applies and that a policy form must define functional damage. Subject to these objections and State Farm's Universal Objections, State Farm's policy states that it "will pay for accidental direct physical loss" to covered property "unless the loss is excluded or limited" in the policy and includes hail damage. State Farm admits that "functional damage" is not a defined term in the policy.

<u>REQUEST FOR ADMISSION NO. 13</u>: Admit that if there is an accidental direct physical loss sustained by Plaintiffs to the insured Dwelling under the Policy, then there must be a specific exclusion in the Policy to support any denial.

<u>RESPONSE TO REQUEST NO. 13</u>: State Farm objects to this Request as calling for a legal conclusion. It is also vague and ambiguous and an incomplete hypothetical. Subject to these objections and State Farm's Universal Objections, denied.

REQUEST FOR ADMISSION NO. 14: Admit You do not define hail damage in Plaintiffs' Policy.

RESPONSE TO REQUEST NO. 14: State Farm objects to Request for Admission No. 14 because it is duplicative of Request for Admission No. 11. State Farm further objects to this Request because the policy is a written document that speaks for itself. State Farm also objects that this Request improperly assumes that a policy form must define hail damage. Subject to these objections and State Farm's Universal Objections, State Farm's policy states that it "will pay for accidental direct physical loss" to covered property "unless the loss is excluded or limited" in the policy and includes hail damage. State Farm admits that "hail damage" is not a defined term in the policy.

REQUEST FOR ADMISSION NO. 15: Admit You do not define "accidental direct physical loss" in Plaintiffs' Policy.

RESPONSE TO REQUEST NO. 15: State Farm objects to this Request because the policy is a written document that speaks for itself. State Farm also objects that this Request improperly assumes that a policy form must define accidental direct physical loss. Subject to these objections and State Farm's Universal Objections, State Farm's policy states that it "will pay for accidental direct physical loss" to covered property "unless the loss is excluded or limited" in the policy, but admits that "accidental direct physical loss" is not otherwise a defined term in the policy.

REQUEST FOR ADMISSION NO. 16: Admit You train Your claims personnel that excessive granular loss to composition shingles caused by hail is not to be considered damage under the terms and conditions of State Farm's homeowners policies.

RESPONSE TO REQUEST NO. 16: State Farm objects to this Request because it is vague and ambiguous as to "excessive granular loss" and "not to be considered." Subject to these objections and State Farm's Universal Objections, denied.

REQUEST FOR ADMISSION NO. 17: Admit a home with construction defects to the roof does not qualify for a State Farm homeowners policy.

RESPONSE TO REQUEST NO. 17: State Farm objects to this Request as vague and ambiguous as to "construction defects." Subject to these objections and State Farm's Universal Objections, denied.

REQUEST FOR ADMISSION NO. 18: Admit You developed the Fire Model Enhancement - Wind/Hail, the Wind and Hail Fire Model Enhancement Team, the Hail Focus Initiative and/or Hail Initiative and/or other initiatives or programs to apply on first-party claims to seek a reduction in the amount You spent each year on total roof replacements, lower the ratio of total or full roof replacements to partial roof replacements, lower the full roof replacement approval percentage, and/or lower nationwide total roof payment volume.

RESPONSE TO REQUEST NO. 18: State Farm objects to this Request because it is vague and ambiguous. State Farm further objects to this Request because it seeks information that is not relevant or proportional to the needs of the case. Subject to these objections and State Farm's Universal Objections, denied.

REQUEST FOR ADMISSION NO. 19: Admit You tracked the results of the Fire Model Enhancement - Wind/Hail, the Wind and Hail Fire Model Enhancement Team, the Hail Focus Initiative and/or Hail Initiative and/or other initiatives or programs in the amount You spent each year on total roof replacements, the ratio of total or full roof replacements to partial roof replacements, the full roof replacement approval percentage, and/or nationwide total roof payment volume.

RESPONSE TO REQUEST NO. 19: State Farm objects to this Request because it is vague and ambiguous. State Farm further objects to this Request because it seeks information that is not relevant to the claims or defenses or proportional to the needs of the case. Subject to these objections and State Farm's Universal Objections, denied.

REQUEST FOR ADMISSION NO. 20: Admit that You targeted Oklahoma certain States to implement the Fire Model Enhancement - Wind/Hail, the Wind and Hail Fire Model Enhancement Team, the Hail Focus Initiative and/or Hail Initiative and/or other similarly named initiatives or programs.

RESPONSE TO REQUEST NO. 20: State Farm objects to this Request because it is vague and ambiguous. State Farm further objects to this Request because it seeks information that is not relevant to the claims or defenses or proportional to the needs of the case. Subject to these objections and State Farm's Universal Objections, denied.

REQUEST FOR ADMISSION NO. 21: Admit that You started implementation of the Fire Model Enhancement - Wind/Hail, the Wind and Hail Fire Model Enhancement Team, the Hail Focus Initiative and/or Hail Initiative and/or other similarly named initiatives or programs in Texas.

RESPONSE TO REQUEST NO. 21: State Farm objects to this Request because is vague and ambiguous. State Farm further objects to this Request because it seeks information that is not relevant to the claims or defenses or proportional to the needs of the case. Subject to these objections and State Farm's Universal Objections, denied.

REQUEST FOR ADMISSION NO. 22: Admit that You targeted Oklahoma as a state to implement the Fire Model Enhancement - Wind/Hail, the Wind and Hail Fire Model

Enhancement Team, the Hail Focus Initiative and/or Hail Initiative and/or other similarly named initiatives or programs after implementation in Texas.

RESPONSE TO REQUEST NO. 22: State Farm objects to this Request because it is vague and ambiguous. State Farm further objects to this Request because it seeks information that is not relevant to the claims or defenses or proportional to the needs of the case. Subject to these objections and State Farm's Universal Objections, denied.

REQUEST FOR ADMISSION NO. 23: Admit that you have trained and/or made known the Fire Model Enhancement - Wind/Hail, the Wind and Hail Fire Model Enhancement Team, the Hail Focus Initiative and/or Hail Initiative and/or other similarly named initiatives or programs to State Farm captive agents since January 1, 2019.

RESPONSE TO REQUEST NO. 23: State Farm objects to this Request because it is irrelevant, improperly assumes facts and is vague and ambiguous. Subject to these objections and State Farm's Universal Objections, denied.

REQUEST FOR ADMISSION NO. 24: Admit You developed a team management approval system wherein adjusters who recommend a full roof replacement on a wind/ hail claim must get team manager approval for such full or total roof replacement.

RESPONSE TO REQUEST NO. 24: State Farm objects to this Request because it is irrelevant, improperly assumes facts and is vague and ambiguous. Subject to these objections and State Farm's Universal Objections, denied.

REQUEST FOR ADMISSION NO. 25: Admit that You compared the industry standards on percentage of Full Roof Replacements to Your internal standard on percentage of Full Roof Replacements and identified an opportunity for internal quality improvement by seeking to lower Your percentage of approvals for full roof replacements to the industry standard and/or to a related benchmark.

RESPONSE TO REQUEST NO. 25: State Farm objects to this Request because it is irrelevant, improperly assumes facts and is vague and ambiguous. Subject to these objections and State Farm's Universal Objections, denied.

REQUEST FOR ADMISSION NO. 26: Admit that since January 1, 2019, You review and/or track the percentages of total or full roof replacements by individual adjusters and managers on wind/hail claims.

RESPONSE TO REQUEST NO. 26: State Farm objects to this Request because it is irrelevant, improperly assumes facts and is vague and ambiguous. Subject to these objections and State Farm's Universal Objections, denied.

REQUEST FOR ADMISSION NO. 27: Admit that you have policies, procedures, and/or methods to review and/or track percentages of total or full roof replacements by individual adjusters and managers adjusting or working on Oklahoma wind/hail claims, including recommendations, approvals, or similar type of review, tracking, or analysis related to total or full roof replacements on wind/hail claims.

RESPONSE TO REQUEST NO. 27: State Farm objects to this Request because it is irrelevant, improperly assumes facts and is vague and ambiguous. Subject to these objections and State Farm's Universal Objections, denied.

REQUEST FOR ADMISSION NO. 28: Admit that You believe "negotiation" is an element of accurate claim handling.

RESPONSE TO REQUEST NO. 28: State Farm objects to this Request because it is vague and ambiguous. Subject to these objections and the General Objections, denied.

REQUEST FOR ADMISSION NO. 29: Admit You acted in direct opposition to any moratorium on the use of Haag.

RESPONSE TO REQUEST NO. 29: State Farm objects to this Request because it is irrelevant, improperly assumes facts and is vague and ambiguous. Subject to these objections and State Farm's Universal Objections, denied.

REQUEST FOR ADMISSION NO. 30: Admit that You created and/or implemented a claims handling Playbook and/or developed claims handling Tactics as part of the Fire Model Enhancement - Wind/Hail, the Wind and Hail Fire Model Enhancement Team, the Hail Focus Initiative and/or Hail Initiative and/or other initiatives or programs for adjusting, handling, and/or investigating wind/hail claims.

RESPONSE TO REQUEST NO. 30: State Farm objects to this Request because it is irrelevant, improperly assumes facts and is vague and ambiguous. Subject to these objections and State Farm's Universal Objections, denied.

Respectfully submitted,

Paige A. Masters

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ATTORNEYS FOR DEFENDANT STATE FARM FIRE AND CASUALTY COMPANY

CERTIFICATE OF SERVICE

This is to certify that on the 29th day of September, 2025, the undersigned caused a true and correct copy of the above and foregoing to be mailed to:

Reggie N. Whitten
Michael Burrage
Blake Sonne
Hannah Whitten
John S. Sanders
Jake Denne
WHITTEN BURRAGE
512 North Broadway Avenue, Suite 300
Oklahoma City, OK 73102

Brad Burgess
Colby Stephenson
BURGESS & HIGHTOWER LAW FIRM
21 NW 44th Street, Suite 201
Lawton, OK 73505

Paige A. Masters

VERIFICATION

I, Jason Taylor, a duly authorized representative of State Farm Fire and Casualty Company ("State Farm"), which is a defendant in *West v. State Farm Fire and Casualty Company*, verify that I have reviewed State Farm's Responses to Plaintiffs' Interrogatory Nos. 1, 2, and 8 in Plaintiffs' First Set of Discovery Requests to State Farm (the "Responses"). I am informed and believe that the facts stated therein are true and, on that ground, verify such matters as true to the best of my knowledge. The Responses were prepared with the assistance and advice of counsel for State Farm. The Responses were prepared with information available from other sources and not based entirely upon my personal knowledge. The Responses are limited by the information presently recollected and thus far discovered in the course of preparation of the Responses.

I state under penalty of perjury under the laws of Oklahoma that the foregoing is true and correct pursuant to 12 O.S. § 426.

____
Signature

JASON TAYLOR
Name (typed or printed)

TEAM MANAGER
Title

NORMAN OK 9/29/25
Date and Place (City, State)

6077854

EXHIBIT 2

ORIGINAL

1059561035

FILED
SUPREME COURT
STATE OF OKLAHOMA

SEP 24 2024

JOHN D. HADDEN
CLERK

IN THE SUPREME COURT OF THE STATE OF OKLAHOMA

WERNER ENTERPRISES, INC., Petitioner, v. THE HONORABLE KORY KIRKLAND, Respondent, and JODI CROSS, as Personal Representative of the Estate of RAE ANN DARROW, deceased, and TIMOTHY CLEMONS and MICHAEL DENNIS PECK, Defendants.	No. 122,385

Rec'd (date) 9-24-24
Posted JM
Mailed JM
Distrub JM
Publish ____ yes T no

ORDER

Original jurisdiction is assumed. Okla. Const. art. 7, § 4. Petitioner Werner Enterprises, Inc.'s application to assume original jurisdiction is granted. A writ of mandamus is issued to Caddo County District Judge Kory Kirkland, or any assigned judge, in *Jodi Cross, as Personal Representative of the Estate of Rae Anne Darrow, deceased v. Werner Enterprises, Inc., et. Al.*, CJ-2021-47.

Respondent's December 20, 2023 Order compelling production of certain documents is unenforceable, as Respondent did not consider the proportionality test as outlined in Title 12 O.S., Section 3226(B)(2)(c), in determining the relevancy of the requested documents. Respondent, any other assigned judge, or a special master appointed by the district court shall review the discovery requests at issue and consider the proportionality factors stated in 12 O.S. Section 3226 (B(2)(c) along with all other statutory requirements before ruling on the discovery disputes.

DONE BY THE SUPREME COURT IN CONFERENCE ON THE 23rd DAY OF SEPTEMBER 2024.

CHIEF JUSTICE

CONCUR: KANE, C.J., and WINCHESTER, GURICH, DARBY and KUEHN, JJ.
DISSENT: ROWE, V.C.J., and KAUGER, EDMONDSON and COMBS, JJ.

EXHIBIT 3

DECLARATION OF NICOLE MANDUCA

I, Nicole Manduca, make the following declaration pursuant to 12 O.S. § 426:

1. I am currently a Claims Manager at State Farm Fire & Casualty Company ("State Farm") and have been in my current position since 2018. I have been a State Farm employee since 2000. Unless otherwise indicated, I have personal knowledge of the facts set forth herein and am competent to testify thereto if called as a witness.

2. As part of my work as a Claims Manager, I was part of the Wind/Hail Fire Model Enhancement ("FME") which began in spring 2020.

3. The FME focused on quality claim handling and thus focused on both overpayment and underpayment of wind/hail claims. State Farm sought to improve consistency in handling wind/hail claims through training and documentation.

4. As part of its work, the FME prepared "Wind/Hail Guidelines" in June 2020, which provided guidance regarding claim handling and file documentation. The FME updated these guidelines throughout 2020 and into 2021.

5. The Wind/Hail Guidelines were incorporated into State Farm's operative wind/hail determination guidance document, Operation Guide 75-160, as of February 2022. The guidelines have not been updated since June 2021.

6. I state under penalty of perjury under the laws of Oklahoma that the foregoing is true and correct.

By: Nicole Manduca
Nicole Manduca

Date: 11/12/2025

EXHIBIT 4

DECLARATION OF GINA PRINE

I, Gina Prine, make the following declaration pursuant to 12 O.S. § 426:

1. I am currently a Technology Analyst at State Farm Fire & Casualty Company ("State Farm") and have been in my current position since 2018. My prior title, back to January 2012, was Business Analyst. I have been a State Farm employee since 1999. Unless otherwise indicated, I have personal knowledge of the facts set forth herein and am competent to testify thereto if called as a witness.

2. Prior to July 6, 2015, my name was Gina Russell.

3. Both in my former role as a Business Analyst and now as a Technology Analyst, I regularly assist in the evaluation and implementation of Xactware software products from Verisk Analytics that State Farm uses or considers for use. One of these Xactware tools, called Xactimate, provides estimates for the cost to repair or replace damaged structures, including roofs.

4. I do not have, and have never had, decision-making authority regarding State Farm's selection of software products or State Farm's tracking or analysis of indemnity payments. My role is limited to examining how a proposed software application works from a technical standpoint with other existing applications and whether proposed software will improve efficiencies in claims handling and be useful to claims adjusters.

5. In March of 2012, State Farm was evaluating whether to implement an update to Xactimate called Service Pack 27.5, and, as part of that evaluation, assessed the potential efficiency gains and impact on operating expenses of the "Aerial Sketch" tool included in the update.

6. As one of my first assignments in my role as a Business Analyst, I was asked to prepare draft talking points in March 2012 regarding the implementation of Service Pack 27.5, including potential impact on operating expenses from the use of Aerial Sketch, to present at an

EXHIBIT
1

internal State Farm meeting known as "DCAB." Specifically, I was instructed to "provide a high-level sketch on the reason for the change, impacts of not doing it and if there will be any impacts on production, and in particular ECS." *See* Exhibit 1.

7. At the time, State Farm used a tool called EagleView, which cost $35-$45 per request, while Aerial Sketch promised to produce a roof estimate at $4.85-$6 per request. Aerial Sketch also promised to allow claim representatives to produce roof estimates immediately, which, as noted in the draft talking points I prepared, would hopefully "accelerate[] a payment to our customers." In sum, State Farm evaluated whether the Service Pack 27.5 would help to "provide an accurate amount owed to the customer, no more and no less, pay what is owed."

8. State Farm ultimately chose not to purchase the Xactimate Service Pack 27.5 because of performance issues and problematic features identified during testing. *See* Exhibit 2. Additionally, my talking points were never finalized or presented, as Service Pack 27.5 was removed from the DCAB meeting agenda. *See* Exhibit 3.

9. The introductory sentence in the talking points that I drafted in March 2012 states that "P&C Claims is focusing on what we can do to lower our indemnity payments related to Roofs." *See* Exhibit 4; Exhibit 5. My use of the word "indemnity" was inaccurate as I intended to describe a focus on lowering the operational expenses associated with the adjustment of roof claims through the use of tools that were more cost-effective than those currently in use. That sentence does not accurately describe the goal or purpose of this project or my role as a Business Analyst. Rather, the focus of my work on this project was whether the Service Pack 27.5 tool would improve services to insureds and reduce the costs of such services. In drafting the document, I did not intend to convey an effort, through this potential tool or any other project, to reduce indemnity payments owed to insureds.

10. In using the word "indemnity," I was not referring to payments State Farm makes to policyholders and, instead, was referring to operating expenses.

11. I state under penalty of perjury under the laws of Oklahoma that the foregoing is true and correct.

By: Gina Prine
Gina Prine

Gina Prine
Printed Name of Gina Prine

Date: 6/27/2025

EXHIBIT 5

IN THE DISTRICT COURT OF OKLAHOMA COUNTY

STATE OF OKLAHOMA

GARY HOSIER and TRACY HOSIER, Plaintiffs,	)
VS.	) Case Number) CJ-2021-1741
STATE FARM FIRE AND CASUALTY COMPANY and DAVID HOFFINES, Defendant.	)

* * * * *

VIDEO DEPOSITION OF JACQUELINE ELAINE DRAPER

TAKEN ON BEHALF OF THE PLAINTIFFS

IN OKLAHOMA CITY, OKLAHOMA

ON APRIL 19, 2023

COMMENCING AT 9:49 A.M.

* * * * *

CERTIFIED COPY

REPORTED BY: CHERYL D. RYLANT, CSR, RPR

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IN THE DISTRICT COURT OF OKLAHOMA COUNTY

STATE OF OKLAHOMA

GARY HOSIER and
TRACY HOSIER,

Plaintiffs,

VS.

Case Number
CJ-2021-1741

STATE FARM FIRE AND CASUALTY
COMPANY and DAVID HOFFINES,

Defendant.

* * * * *

VIDEO DEPOSITION OF JACQUELINE ELAINE DRAPER
TAKEN ON BEHALF OF THE PLAINTIFFS
IN OKLAHOMA CITY, OKLAHOMA
ON APRIL 19, 2023
COMMENCING AT 9:49 A.M.

* * * * *

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JON WOMASTEK

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REQUEST(S) FOR INFORMATION/DOCUMENTS

CERTIFIED QUESTION INDEX

on doing the very thing that you're not supposed to do and you're certainly not supposed to be evaluating people or promoting people for doing; and, that is lowering indemnity payments. Those are payments to policyholders. And here it's even worse because it's indemnity payments related to roofs; correct?

MR. LEFFEL: Objection, form and foundation.

You can go ahead.

A. I can read that, yes.

Q. (By Mr. Marr) And this -- again, this is the same -- this is the same part of State Farm that's providing you with the definition of what -- what constitutes hail damage; right?

A. Give me just a second. I'm trying to read the rest of the document that you provided me.

Q. Okay. Well, answer my question first because it doesn't pertain to the rest of the document.

A. Okay. What was your question?

Q. My question was: This is the same division within State Farm - P&C Claims - where you received the definition as to what constitutes hail damage, even though it's not defined in the policy?

A. Yes. P&C Claims.

Q. Okay.

A. Ultimately, reading this, this speaks to EagleView, this speaks to Aerial Sketch. I mean, these are adjustment expenses. These are not true indemnity. I mean, this term --

Q. So, P&C got it wrong?

A. This is speaking to indemnity, but, ultimately, these --

Q. Okay.

A. -- items that are mentioned below here are adjustment expenses.

Q. Okay.

A. These -- indemnity, in the true nature, is policyholder payments. I mean, these things that it references --

Q. All right.

A. -- none of them reference anything to do with the policyholder payment.

Q. Right.

That's your interpretation, kind of like the -- you know, the fact that you have to file a

claim within a year or you lose that right. That's your interpretation?
A. My interpretation of one single --
Q. Have you seen the CMSR documents, by the way?
A. -- page of --
MR. LEFFEL: Please let the witness answer the question before you ask another one.
Go ahead.
A. Based on my understanding of this page, yes, it appears that indemnity appears to also be including adjustment expenses. Typically those things are kept separate. Overall, if they're speaking to indemnity and adjustment expenses, these things that they're talking about lowering is the way that they're using their adjustment expenses to handle claims. It's adjustment expenses behind the scenes. It's how we are good stewards to the policyholders' premium dollars.
Q. (By Mr. Marr) Uh-huh. Anything else?
A. No. You can continue.
Q. Okay. And is there anything else? Any other interpretation that you want to take

EXHIBIT 6

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

BILLY & LACY HURSH,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	Case No. CJ-2025-2626
	)	
STATE FARM FIRE & CASUALTY COMPANY; MARK D. WELTY; and MARK D. WELTY INSURANCE AGENCY, INC.,	)	
	)	
Defendants.		

DECLARATION OF JACOB NIMESGERN

I, Jacob Nimesgern, hereby certify, under penalty of perjury, that the following is true and correct:

1. I am over the age of 21 years, of sound mind, legally capable of making this Declaration, and have personal knowledge of the facts contained in this Declaration.

2. I am a Technology Analyst in P&C Claims Enterprise Technology at State Farm Mutual Automobile Insurance Company ("State Farm Mutual"), the parent company for State Farm Fire and Casualty Company ("State Farm"). In my role, I have access to and am knowledgeable about the regular practices and procedures of State Farm as to the storage and retrieval of claim data.

3. It is my understanding that State Farm received the following discovery requests in the above-mentioned case:

> **INTERROGATORY NO. 3**: Please identify all Wind/Hail Claims and corresponding civil cases in Oklahoma since January 1, 2019 wherein a Total Roof Replacement was denied prior to a lawsuit being filed, but was subsequently approved and/or paid to an insured after the insured filed a civil lawsuit against State Farm.

> **<u>INTERROGATORY NO. 22</u>**: Identify the total number of homeowners' wind/hail claims from 2019-present in Oklahoma in which State Farm found damage the insured roof's soft metals (vent cap, guttering, etc.) but found the roof material itself (asphalt shingles, shake shingles, etc.) did not suffer enough damage to exceed the policy's deductible.
>
> **<u>INTERROGATORY NO. 23</u>**: Identify the total number of homeowners' wind/hail claims from 2019-present in Oklahoma in which State Farm found damage the insured roof's soft metals (vent cap, guttering, etc.) but found the material itself (asphalt shingles, shake shingles, etc.) did not suffer enough damage to warrant a Full or Total Roof Replacement.

4. Materials relating to claims are kept on the State Farm Enterprise Claim System (ECS). To pull information from the ECS, certain queries need to be developed based on fields within ECS.

5. Relevant to Plaintiffs' discovery requests, an electronic search of ECS was conducted that included the number of wind/hail claims submitted to State Farm in the state of Oklahoma with a date of loss ("DOL") between January 1, 2019 and December 31, 2024. The report included the following parameters: fire line of business for the state of Oklahoma concerning wind and hail cause of loss. This query revealed a total of 120,755 property insurance wind/hail claims with a DOL between January 1, 2019 and December 31, 2024 in the state of Oklahoma.

6. A query, however, cannot be structured to search among these 120,755 claims to identify the claims "wherein a Total or Full Roof Replacement was denied prior to a lawsuit being filed, but was subsequently approved and/or paid to an insured after the insured filed a civil lawsuit against State Farm," as sought by Plaintiff's Interrogatory No. 3. While State Farm can filter these claims to identify the ones that involved payment, further filtering is not possible to identify claims that meet the remaining criteria of Interrogatory No. 3. Specifically, of the 120,755 claims, a payment was made for 92,146 claims. But determining which of these claims meet the specific criteria Plaintiffs seek in Interrogatory No. 3 would require an intensive manual claim-by-claim review of 92,146 unique claims.

7. State Farm also cannot identify the information sought in Interrogatory 22 (claims where "State Farm found damage to the insured's roof's soft metals (vent cap, guttering, etc.) but found the roof material itself (asphalt shingles, shake shingles, etc.) did not suffer enough damage to exceed the policy's deductible) without a manual review of claims. State Farm can, however, filter the 120,755 claims to the 27,754 that were "Closed Without Payment" (although State Farm may have subsequently reopened and made a payment on those claim). There is no way to further identify which claims meet the additional criteria set forth in Interrogatory 22.

8. Likewise, State Farm cannot further filter the data to identify wind/hail claims responsive to Interrogatory 23 where "State Farm found damage to the insured's roof's soft metals (vent gap, guttering, etc.) but found the roof material itself (asphalt shingles, shake shingles, etc) did not suffer enough damage to warrant a Full or Total Roof Replacement", as requested by Interrogatory 23. Of the 120,755 claims, 119,352 claims had a status of Paid or Closed Without Payment.

9. The volume of materials associated with an individual claim depends on a variety of factors, including the severity of the damages alleged, the number of experts and other vendors involved, whether the claim is in active litigation, etc. The documents and/or other materials are not uniform in size or content. Accordingly, the materials associated with an individual claim may vary from less than a hundred pages to thousands of pages when provided to counsel's office for review in PDF format. For example, the claim files for the Plaintiffs two claims at issue here are approximately 204 pages and 453 pages.

I state under penalty of perjury that the foregoing is true and correct.

12/22/2025 East Peoria, Illinois — Jacob Nimesgern

(Date and Place) (Signature)

EXHIBIT 7

IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF OKLAHOMA

ROBERT JONES and LORENE JONES,	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	**Case No. CIV-11-159-R**
	)	
FARMERS INSURANCE COMPANY, INC.,	)	
	)	
Defendant.	)	

ORDER

Before the Court are Defendant's motion to reconsider [Doc. No. 66] this Court's Order of February 29, 2012 [Doc. No. 51] and Plaintiffs' renewed motion to compel [Doc. No. 80].

Having reviewed these motions and the responses and replies thereto, the Court reconsiders its Order of February 29, 2012 and DENIES Plaintiff' renewed motion to compel for the following reasons. The parties have been unable to or failed to agree on a method of sampling of Defendant's claim files. The Court previously found that it would be unduly burdensome for Defendant Farmers to review all of its claim files to determine which of these files met the criteria set out by Plaintiffs so as to produce those files to Plaintiffs and answer Plaintiffs' interrogatory. The Court, however, did find that the files sought by Plaintiffs were relevant to Plaintiffs' claims. The Court now specifically finds that the undue burden to Defendant of conducting the review process necessary to ascertain which, if any, of its claims files are responsive to Plaintiffs' discovery request exceeds the minimal relevance those files have to Plaintiffs' claims. Defendant asserts that the shingles on Plaintiffs' north roof's slope had no compensable value, but acknowledges that even if they had any compensable value, Plaintiff's total contract claim would be for $4,000. Even if a jury found that Defendant's denial of that claim was in bad faith, the potential damages and punitive damages do not justify the extraordinary expenditure of time and expense necessary to respond to Plaintiffs' discovery requests. In summary, the Court finds that "the burden or expense of the proposed discovery outweighs its likely benefit considering the needs of the case, the amount in controversy, the parties' resources, the importance of the issues at stake in the action and the importance of the discovery in resolving the issues." F.R.Civ.P. 26(b)(2)(c).

Defendant's motion to reconsider the Court's Order of February 20, 2012 [Doc. No. 66] is GRANTED and the Court's Order of February 29, 2012 is altered consistent with this Order and Plaintiffs' motion to compel [Doc. No. 40] responses by Defendant to Interrogatory No. 20 and Requests for Production Nos. 28 and 29 is DENIED. Plaintiffs' renewed motion to compel [Doc. No. 80] is DENIED.

IT IS SO ORDERED this 20th day of April, 2012.

David L. Russell

DAVID L. RUSSELL
UNITED STATES DISTRICT JUDGE

EXHIBIT 8

***West v. State Farm*, No. CJ-2025-135**

District Court of Comanche County, State of Oklahoma

<u>Basic Facts</u>:
Date of Loss: June 15, 2023
Date of Reporting: July 28, 2023
Decision: Estimated to replace gutters, downspouts, window screens, stain on fence, repaint bedroom. No damage to shingles.

No.	Discovery Request	State Farm's Objection(s)	Time Frame Requested	Notes
CLAIMS TRAINING REQUESTS				
IROG #5	Identify all policies, procedures, guidelines, manuals and/or training materials, which You used to train any of the Claims Handling Personnel involved with the Claim in any way.	• Overly broad in scope (not limited to materials applicable to the specific insurance claim and/or coverages at issue in this litigation), time (not limited to a reasonable period of time), and geographic area (not limited to materials applicable to Oklahoma); and • Seeks irrelevant information	15 years or an unlimited period of time **State Farm asked at the meet and confer if Plaintiffs would limit the time frame. They agreed to limit only from 2015 to present.**	In its responses, State Farm agreed to produce: ○ Relevant policies—including the Estimatics and Claim Handling Practices—used in adjusting Plaintiffs' claim. **At the meet and confer, State Farm offered to produce:** ○ **Training transcripts for the personnel who adjusted Plaintiffs' claim and related training materials, including CS Kristin Haun, CS Temicka Collette, CS Christy Mebane, and TM Jason Taylor (initial inspection was by ECR**
IROG #10	Training to agents (see below)			
IROG #18	Identify all training materials You have utilized (whether internal or from an outside source like HAAG) to train Your Claims Handling Personnel on wind and/ or hailstorm claims.			
IROG #19	Identify all Your policies, procedures, and/or practices relating to the training of State Farm adjusters and third-party adjusters on the definition of "functional damage" for roof claims, as well as any coverage limitations based on the size and severity of the hail damage and the amount of wind speeds.			

No.	Discovery Request	State Farm's Objection(s)	Time Frame Requested	Notes
RFP #4	Produce all Documents containing any policies, procedures, guidelines, manuals and/or training materials, which You used to train any of the Claims Handling Personnel involved with the Claim in any way.			**Cedric Gooch of Eberl, so State Farm is not in possession of any records for him)** ○ **Plaintiffs' counsel said this would not resolve the dispute, as they want <u>all</u> training offered by State Farm on property claims for a 10-year period whether or not the claim representatives who handled their claim undertook such training**
RFP #5				
RFP #6	Produce all documents You have utilized (whether internal or from an outside source like HAAG) to train Your Claims Handling Personnel on wind-and/or hailstorm claims.			
RFP #30	Produce all Documents related to the "Art of the Conversation."			
RFP #40	Produce any and all emails, letters, memos, or other correspondence or documents duties of State Farm and/or its captive Agent(s) to keep abreast of the condition of the properties State Farm insures upon renewal, including but not limited to reducing the risk of insuring the property, maintaining the exterior of the property, reducing the risk of additional damage to the roof, replacing the roof, replacing shingles with granular loss, eligible roofing material used, and how the insured gets this information to State Farm and/or its captive Agent(s).			
RFP #42	Produce any Wind/Hail Claims Guidelines from January 1, 2019 until the present time.			

<table>
<tr><th>No.</th><th>Discovery Request</th><th>State Farm’s Objection(s)</th><th>Time Frame Requested</th><th>Notes</th></tr>
<tr><td colspan="5">AGENCY TRAINING REQUESTS</td></tr>
<tr><td>IROG #10</td><td>Identify all training You have provided to any captive agent regarding the marketing, sale, procurement, and or binding of homeowners insurance coverage in Oklahoma since January 1, 2019.</td><td rowspan="3">• Seeks irrelevant information;
• Overly broad in scope (not limited to materials applicable to the specific insurance claim and/or coverages at issue in this litigation), time (not limited to a reasonable period of time), and geographic area (not limited to materials applicable to Oklahoma); and
• Seeks information regarding other insureds.</td><td rowspan="3">2019-Present</td><td rowspan="3">In its responses, State Farm agreed to produce the underwriting guidelines in effect on the date of issuance of Plaintiffs’ Policy, subject to a protective order.

During the meet and confer, State Farm asked whether these requests could be limited by topic or scope. Plaintiffs agreed only to limit it to property damage of all kinds.</td></tr>
<tr><td>RFP #5</td><td>Produce all underwriting guidelines, binding rules, contractual agreements, and training materials which were relied upon or utilized by State Farm, and/or its captive Agent(s) with respect to selling and issuing Plaintiff’s policy and for each renewal thereafter.</td></tr>
<tr><td>RFP #40</td><td>Produce any and all emails, letters, memos, or other correspondence or documents duties of State Farm and/or its captive Agent(s) to keep abreast of the condition of the properties State Farm insures upon renewal, including but not limited to reducing the risk of insuring the property, maintaining the exterior of the property, reducing the risk of additional damage to the roof, replacing the roof, replacing shingles with granular loss, eligible roofing material used, and how the insured gets this information to State Farm and/or its captive Agent(s).</td></tr>
<tr><td colspan="5">HAAG REQUESTS</td></tr>
</table>

No.	Discovery Request	State Farm's Objection(s)	Time Frame Requested	Notes
IROG #15	Identify any investigation, audit, and/or review You conducted or commissioned into HAAG following: a. the jury's verdict in *Watkins v State Farm*; b. the jury's verdict in Nicolau vs State Farm; and/or c. the Mississippi Attorney General's Investigation and/or U.S Attorney's investigation into Your handling of claims arising from hurricanes Katrina and/or Rita.	• No Engineer involvement; • No Haag Engineer; • Overly broad in scope (not limited to materials applicable to the specific insurance claim and/or coverages at issue in this litigation; not limited to materials pertinent to the claims personnel who adjusted the subject claim), time (not limited to a reasonable period of time); and geographic area (not limited to materials applicable to Oklahoma); and • Seeks irrelevant information. • Preliminary reports suggested there are	2012-Present	**During the meet and confer, State Farm asked Plaintiffs to withdraw these requests because no engineer was involved in the investigation of Plaintiffs' claim and therefore they were not relevant. They declined.**
IROG #16	Identify any investigation, audit, and/or review You conducted or commissioned into the following: a. HAAG'S objectivity and/or bias b. Your relationship with HAAG c. Your continued use of HAAG d. Your moratorium on Your use of HAAG.			
IROG #17	Identify any date on which Your moratorium on Your use of HAAG, initiated June 5, 2006, was lifted, terminated, modified, or cancelled.			

No.	Discovery Request	State Farm's Objection(s)	Time Frame Requested	Notes
RFP #8	Produce all Documents related to any investigation, audit, and/or review You conducted or commissioned into HAAG following: a. the jury's verdict in *Watkins v State Farm*; b. the jury's verdict in Nicolau vs State Farm; and/or c. the Mississippi Attorney General's Investigation and/or U.S Attorney's investigation into Your handling of claims arising from hurricanes Katrina and/or Rita	155,000 emails encompassed by Plaintiffs' requests for emails		
RFP #9	Produce all Documents related to any investigation, audit, and/or review You conducted or commissioned into the following: a. HAAG'S objectivity and/or bias b. Your relationship with HAAG c. Your continued use of HAAG d. Your moratorium on Your use of HAAG.			
RFP #10	Produce all Documents related to Your issuance of a moratorium on Your use of HAAG, dated June 5, 2006, following the jury verdict rendered in *Watkins v State Farm*.			

No.	Discovery Request	State Farm's Objection(s)	Time Frame Requested	Notes
RFP #11	Produce all Communications You sent to or received from Haag Engineering, Haag Education, or any division, subsidiary, or parent thereof (including any representative thereof) from 2012 until Present relating to any payments You made or received from any such HAAG entity or representative pursuant to any Indemnity Agreement.			
RFP #12	Produce all Documents related to any Indemnity Agreement entered into between You and HAAG Engineering, HAAG Education, or any division, subsidiary, or parent thereof (including any representative thereof) from 2012 until Present.			
RFP #31	Produce all Documents related to the "HAAG Refresher."			
RFP #34	Produce full and complete copies of all "HAAG Education Hail and Wind Assessment Video Series," including but not limited to: Chapter 1 - Hail and Wind Basics contains four segments and is 1 hour and 28 minutes; Chapter 2 - Composition Shingles contains nine segments and is 2 hours and 33 minutes long.			

No.	Discovery Request	State Farm's Objection(s)	Time Frame Requested	Notes
FIRE MODEL ENHANCEMENT REQUESTS				
IROG #6	Identify all State Farm management and/or executive employees who served on the Fire Model Enhancement - Wind/Hail team and/or the Wind and Hail Fire Model Enhancement Team and/or the Hail Focus Initiative team. Please include titles and job descriptions for all such employees and dates of service.	• Overly broad in scope (not limited to information applicable to the specific insurance policy claim and/or coverages at issue in this litigation; not limited to information pertinent to the claims personnel who adjusted the subject claim) and time (not limited to a reasonable period of time); and • Seeks information regarding other insureds.	2019-Present	○ In its responses, State Farm agreed to produce the versions of OG 75-160 and relevant claim handling guidelines that were in place as of Plaintiffs' date of loss. ○ While not in effect on the date of loss, State Farm also agreed to produce the Wind/Hail Guidelines for the years 2020 and 2021. **During the meet and confer, State Farm:** ○ **Offered to supplement Interrogatory No. 1 to include names and titles of the FME Team**
IROG #7	Identify all third-party entities or individuals who consulted with State Farm management and/or executive employees relating to the Fire Model Enhancement - Wind/Hail team and/or the Wind and Hail Fire Model Enhancement Team and/or the Hail Focus Initiative team. Please include titles and job descriptions for all third-party entities or individuals and disclose whether there existed or exists any agreement or contract with any such entity or individual.			

No.	Discovery Request	State Farm's Objection(s)	Time Frame Requested	Notes
IROG #9	Identify and describe all training, information, and/or dissemination of information provided to State Farm agents nationwide regarding the Fire Model Enhancement -Wind/Hail, the Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiative from January 1, 2019 until the present time. If such training, information or dissemination is conducted or transmitted via an entity other than State Farm, please identify and describe such entity and the process of dissemination to State Farm agents.			**members. Plaintiffs' counsel could not say whether that resolved the dispute.** ○ **State Farm offered to supplement Interrogatory Nos. 9, 13, 28, and 29. Plaintiffs could not say whether this would resolve the dispute.**
IROG #13	Identify and describe in detail the Fire Model Enhancement -Wind/Hail, the Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiative with a similar title. Please outline and describe how any such team or initiative was created and/or implemented and any Analyses, including Cost/Benefit Analysis, you performed regarding such implementation.			

No.	Discovery Request	State Farm's Objection(s)	Time Frame Requested	Notes
IROG #28	Please identify, state, and describe how the Fire Model Enhancement -Wind/Hail, the Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiative from January I, 2019 until the present implemented such initiatives or plans in Oklahoma, including claims handling tactics or rules used, tracking of indemnity savings in Oklahoma, tracking of the total or full roof replacement to partial roof replacement ratio in Oklahoma, tracking of full roof replacement approval percentages, and/or tracking of total roof payment volume on wind/hail claims in Oklahoma.			

No.	Discovery Request	State Farm's Objection(s)	Time Frame Requested	Notes
IROG #29	Please identify, state, and describe how the Fire Model Enhancement -Wind/Hail, the Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiative kicked off in Texas, including how such initiatives or plans were implemented in Texas, including claims handling tactics or rules used, tracking of indemnity savings in Texas, tracking of the total or full roof replacement to partial roof replacement ratio in Texas, tracking of full roof replacement approval percentages, and/or tracking of total roof payment volume on wind/hail claims in Texas.			
RFP #14	Produce all documents related to the Fire Model Enhancement on Wind/Hail from January 1, 2019 until the present, including any and all presentations, memos, documents, or plans of the FME Wind/Hail, whether in draft for final format.			
RFP #15	Produce all documents related to the implementation of any measures, program rules, tactics, claims handling procedures or policies related to the Fire Model Enhancement on Wind/Hail from January 1, 2019 until the present.			

No.	Discovery Request	State Farm's Objection(s)	Time Frame Requested	Notes
RFP #21	Produce all Documents related to the Fire Model Enhancement -Wind/Hail, the Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiative for the kick off in Texas in 2020.			
RFP #22	Produce all Documents related to the Fire Model Enhancement-Wind/Hail, the Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiative referencing Oklahoma from January 1, 2019 until the present, including plans to implement such initiatives or plans in Oklahoma, implementation in Oklahoma, tracking of indemnity savings in Oklahoma, tracking of the total or full roof replacement to partial roof replacement ratio in Oklahoma, tracking of full roof replacement approval percentages, and/or tracking of total roof payment volume on wind/hail claims in Oklahoma.			

No.	Discovery Request	State Farm's Objection(s)	Time Frame Requested	Notes
RFP #23	Produce all correspondence sent to or by Nicole Manduca from January 1, 2019 to the present referring or relating to the Fire Model Enhancement - Wind/Hail, the Wind and Hail Fire Model Enhancement Team, the Hail Focus Initiative and/or Hail Initiative and/or other wind/hail quality focus initiatives.			
RFP #24	Produce all Documents related to the Fire Model Enhancement-Wind/Hail, the Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/ or Hail Initiative and/ or any hail quality focus initiatives, including any presentations, metrics, claim handling tactics or rules, tracking of results, and/or Cost/Benefit Analyses You performed regarding any such initiative or program.			
RFP #27	Your Wind/Hail claims Focus Models, including the Fire Model Enhancement~ Wind/Hail, pertaining to homeowners' claims from 2016 to present, including all presentations, internal memos, or related documents.			
RFP #29	Produce all Documents related in any way to "enhanced emphasis on Claim Handling Hygiene."			

No.	Discovery Request	State Farm's Objection(s)	Time Frame Requested	Notes
RFP #33	Produce full and complete copies of all communications on "MyBlock" for the last ten (10) years related to wind/hail claims, total roof replacements, and/or the Fire Model Enhancement - Wind/Hail or related Team.			
RFP #35	Produce full and complete copies of all Documents or Communications pertaining to "Claims and Agency Weather Event Topic Discussions" and any transcriptions of the following: "Claim managers will host calls with Agency leadership from mid-January 2021 through February 2021 to discuss wind/hail topics that were frequent points of discussion with Agency in 2020. These topics may include a review of 2020 claim wind/hail volume, additional inspections, matching, roofer inspections prior to a claim being submitted to State Farm, timelines for obtaining replacement cost benefits, Roof Exterior Inspection Assist Program, SFPSP Roofing Services Program (RSP)/Contractor Services Program (CSP), Roof Surfaces Payment Schedule Endorsement, and Metal Roof Exclusion for Hail (Section 1 - Additional Coverage: Metal Roof Endorsement)."			

No.	Discovery Request	State Farm's Objection(s)	Time Frame Requested	Notes
RFP #36	Please produce any and all emails, letters, memos, or other correspondence or documents sent or received by Nicole Manduca from January 1, 2019 until the present time regarding or relating to (i) Fire Model Enhancement -Wind/Hail, the Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiatives, (ii) implementation of Fire Model Enhancement - Wind/Hail, the Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiatives in Texas; (iii) implementation of Fire Model Enhancement -Wind/Hail, the Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiatives in Oklahoma; (iv) claims handling tactics or rules used related to such initiatives or plans; (v) Fire Model Enhancement Guidelines; and/or (vi) tracking of indemnity savings, tracking of the total or full roof replacement to partial roof replacement ratio, tracking of full roof replacement approval percentages, and/or tracking of total roof payment volume on wind/hail claims.			

No.	Discovery Request	State Farm's Objection(s)	Time Frame Requested	Notes
RFP #37	Please produce any and all emails, letters, memos, or other correspondence or documents sent or received by Tom Moss from January I, 2019 until the present time regarding or relating to (i) Fire Model Enhancement - Wind/Hail, the Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiatives, (ii) implementation of Fire Model Enhancement -Wind/Hail, the Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiatives in Texas; (iii) implementation of Fire Model Enhancement - Wind/Hail, the Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiatives in Oklahoma; (iv) claims handling tactics or rules used related to such initiatives or plans; (v) Fire Model Enhancement Guidelines; and/or (vi) tracking of indemnity savings, tracking of the total or full roof replacement to partial roof replacement ratio, tracking of full roof replacement approval percentages, and/or tracking of total roof payment volume on wind/hail claims.			

No.	Discovery Request	State Farm's Objection(s)	Time Frame Requested	Notes
RFP #38	Please produce any and all emails, letters, memos, or other correspondence or documents sent or received by Susan Maynard from January 1, 2019 until the present time regarding or relating to (i) Fire Model Enhancement -Wind/Hail, the Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiatives, (ii) implementation of Fire Model Enhancement - Wind/Hail, the Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiatives in Texas; (iii) implementation of Fire Model Enhancement -Wind/Hail, the Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiatives in Oklahoma; (iv) claims handling tactics or rules used related to such initiatives or plans; (v) Fire Model Enhancement Guidelines; and/or (v) tracking of indemnity savings, tracking of the total or full roof replacement to partial roof replacement ratio, tracking of full roof replacement approval percentages, and/or tracking of total roof payment volume on wind/hail claims.			

No.	Discovery Request	State Farm's Objection(s)	Time Frame Requested	Notes
RFP #39	Produce all Fire Model Enhancement Guidelines for Wind/Hail.			

No.	Discovery Request	State Farm's Objection(s)	Time Frame Requested	Notes
RFP #43	Please produce any and all emails, letters, memos, or other correspondence or documents sent or received by Sharon Arnold from January 1, 2019 until the present time regarding or relating to (i) Fire Model Enhancement -Wind/Hail, the Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiatives, (ii) implementation of Fire Model Enhancement - Wind/Hail, the Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiatives in Texas; (iii) implementation of Fire Model Enhancement -Wind/Hail, the Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiatives in Oklahoma; (iv) claims handling tactics or rules used related to such initiatives or plans; (v) Fire Model Enhancement Guidelines; and/or (v) tracking of indemnity savings, tracking of the total or full roof replacement to partial roof replacement ratio, tracking of full roof replacement approval percentages, and/or tracking of total roof payment volume on wind/hail claims.			

No.	Discovery Request	State Farm's Objection(s)	Time Frame Requested	Notes
		MANAGERERIAL REVIEW		
IROG #21	Identify all Analyses, including Cost/Benefit Analysis, You conducted or commissioned regarding State Farm adjusters' and third-party adjusters' authorization and/or ability to approve full roof replacements without managerial approval from 2010 to present.	• Overly broad in scope (not limited to information applicable to the specific insurance policy claim and/or coverages at issue in this litigation; not limited to information pertinent to the claims personnel who adjusted the subject claim) and time (not limited to a reasonable period of time); • Seeks information regarding other insureds.	2019-Present	In its responses, State Farm agreed to produce OG 75-160, which describes the small subset of wind/hail claims under specific low intensity weather conditions in which managerial review of total roof is required. **During the meet and confer, State Farm asked Plaintiffs' counsel to withdraw their dispute over Interrogatory No. 21 pertaining to managerial review of TRR because not applicable, and they declined.**
IROG #28	Please identify, state, and describe how the Fire Model Enhancement -Wind/Hail, the Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiative from January I, 2019 until the present implemented such initiatives or plans in Oklahoma, including claims handling tactics or rules used, tracking of indemnity savings in Oklahoma, tracking of the total or full roof replacement to partial roof replacement ratio in Oklahoma, tracking of full roof replacement approval percentages, and/or tracking of total roof payment volume on wind/hail claims in Oklahoma.			

No.	Discovery Request	State Farm's Objection(s)	Time Frame Requested	Notes
IROG #29	Please identify, state, and describe how the Fire Model Enhancement -Wind/Hail, the Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiative kicked off in Texas, including how such initiatives or plans were implemented in Texas, including claims handling tactics or rules used, tracking of indemnity savings in Texas, tracking of the total or full roof replacement to partial roof replacement ratio in Texas, tracking of full roof replacement approval percentages, and/or tracking of total roof payment volume on wind/hail claims in Texas.			

No.	Discovery Request	State Farm's Objection(s)	Time Frame Requested	Notes
RFP #22	Produce all Documents related to the Fire Model Enhancement-Wind/Hail, the Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiative referencing Oklahoma from January 1, 2019 until the present, including plans to implement such initiatives or plans in Oklahoma, implementation in Oklahoma, tracking of indemnity savings in Oklahoma, tracking of the total or full roof replacement to partial roof replacement ratio in Oklahoma, tracking of full roof replacement approval percentages, and/or tracking of total roof payment volume on wind/hail claims in Oklahoma.			
RFP #25	Produce all Documents memorializing any enterprise-wide rule You have stated, implemented, or enforced regarding the need for any management approval of full roof replacements on wind/hail claims.			

No.	Discovery Request	State Farm's Objection(s)	Time Frame Requested	Notes
RFP #26	Your Quality plan(s), program(s), and/or initiative(s) to reduce or track indemnity payments, reduce or track the total or full roof replacement to partial roof ratio, reduce or track full roof replacement approval percentages, and reduce or track nationwide total roof payment volume on wind or hail claims from January 1, 2019 to the present.			
RFP #36(vi)	Please produce any and all emails, letters, memos, or other correspondence or documents sent or received by Nicole Manduca from January 1, 2019 until the present time regarding or relating to… (vi) tracking of indemnity savings, tracking of the total or full roof replacement to partial roof replacement ratio, tracking of full roof replacement approval percentages, and/or tracking of total roof payment volume on wind/hail claims.			

No.	Discovery Request	State Farm's Objection(s)	Time Frame Requested	Notes
RFP #38(vi)	Please produce any and all emails, letters, memos, or other correspondence or documents sent or received by Susan Maynard from January 1, 2019 until the present time regarding or relating to…. (vi) tracking of indemnity savings, tracking of the total or full roof replacement to partial roof replacement ratio, tracking of full roof replacement approval percentages, and/or tracking of total roof payment volume on wind/hail claims.			
RFP #43(vi)	Please produce any and all emails, letters, memos, or other correspondence or documents sent or received by Sharon Arnold from January 1, 2019 until the present time regarding or relating to….. (vi) tracking of indemnity savings, tracking of the total or full roof replacement to partial roof replacement ratio, tracking of full roof replacement approval percentages, and/or tracking of total roof payment volume on wind/hail claims.			

No.	Discovery Request	State Farm's Objection(s)	Time Frame Requested	Notes
		State Farm's Enterprise Rules		
RFP #25	Produce all Documents memorializing any enterprise-wide rule You have stated, implemented, or enforced regarding the need for any management approval of full roof replacements on wind/hail claims.	• Overly broad in scope (not limited to materials applicable to the specific insurance claim and/or coverages at issue in this litigation; not limited to materials pertinent to the claims personnel who adjusted the subject claim), time (not limited to a reasonable period of time); and geographic area (not limited to materials applicable to Oklahoma); and • State Farm objects to the extent this Request purports to imply that State Farm implemented an enterprise-wide rule that required management approval of full roof replacements on all wind/hail claims.	N/A	**During the meet and confer, State Farm offered to produce any personal rules triggered in the handling of Plaintiffs' claim. Plaintiffs' counsel requested that State Farm provide the Index from the Intranet but couldn't say whether that would resolve the dispute.**

No.	Discovery Request	State Farm's Objection(s)	Time Frame Requested	Notes
		QUALITY PLANS		
RFP #26	Your Quality plan(s), program(s), and/or initiative(s) to reduce or track indemnity payments, reduce or track the total or full roof replacement to partial roof ratio, reduce or track full roof replacement approval percentages, and reduce or track nationwide total roof payment volume on wind or hail claims from January 1, 2019 to the present.	• Overly broad in scope (not limited to materials applicable to the specific insurance claim and/or coverages at issue in this litigation; not limited to materials pertinent to the claims personnel who adjusted the subject claim), time (not limited to a reasonable period of time); and geographic area (not limited to materials applicable to Oklahoma).	2019-Present	In its responses, State Farm agreed to produce State Farm's Fire Property Claims Quality Plan in effect on the date of loss. **During the meet and confer, State Farm offered to check and see whether State Farm had Fire Property Claims Quality Plans for any other years and consider producing them.**
RFP #32	Produce all Documents related to the "2021 Fire Property Claims Quality Plan."			
RFP #41	Produce any Fire Property Claims Quality Plan from January 1, 2019 until the present time.			
		INDEMNITY REQUESTS		
IROG #11	Identify all Analyses, including Cost/Benefit Analysis, You conducted or commissioned concerning Your adjustment and/or handling of wind and/ or hailstorm claims in Oklahoma since 2010.	• Overly broad in scope (not limited to materials applicable to the specific insurance claim and/or	6-15 years	• No engineer involved here.

No.	Discovery Request	State Farm's Objection(s)	Time Frame Requested	Notes
IROG #12	Identify all Analyses, including Cost/Benefit Analysis, You conducted or commissioned concerning Your use of Haag Engineering, Haag Education, and/or any other Haag enterprise or subsidiary with regard to wind- and/or hailstorm claims in Oklahoma.	coverages at issue in this litigation; not limited to materials pertinent to the claims personnel who adjusted the subject claim), time (not limited to a reasonable period of time); and geographic area (not limited to materials applicable to Oklahoma).		
IROG #14	Identify all Analyses, including Cost/Benefit Analysis, concerning Your use of Engineering Services with regard to wind- and/or hailstorm claims in Oklahoma.			
IROG #20	Identify all Analyses, including Cost/Benefit Analysis, You conducted or commissioned specifically targeting full roof replacements with regard to wind and/ or hailstorm claims in Oklahoma from 2010 to present.			
IROG #21	Identify all Analyses, including Cost/Benefit Analysis, You conducted or commissioned regarding State Farm adjusters' and third-party adjusters' authorization and/or ability to approve full roof replacements without managerial approval from 2010 to present.			

No.	Discovery Request	State Farm's Objection(s)	Time Frame Requested	Notes
IROG #24	Identify and Describe any policies, procedures, and/or methods to review and/or track percentages of total or full roof replacements by individual adjusters and managers adjusting or working on Oklahoma wind/hail claims, including recommendations, approvals, or similar type of review, tracking, or analysis related to total or full roof replacements on wind/hail claims.			
IROG #25	Please identify, state, and describe (whether measured quarterly, yearly, or some other way) the Wind and Hail Full Roof Replacement Percentage from January 1, 2019 to the present in Oklahoma.			
IROG #26	Please identify, state, and describe (whether measured quarterly, yearly, or some other way) the Total or Full Roof Replacement to Partial Roof Replacement Ratio on Wind/Hail Claims from January 1, 2019 to the present in Oklahoma.			

No.	Discovery Request	State Farm's Objection(s)	Time Frame Requested	Notes
IROG #27	Please identify, state, and describe (whether measured quarterly, yearly, or some other way) the Total Roof Payment volumes on Wind/Hail claims from January 1, 2019 to the present in Oklahoma.			
RFP #7	Produce all Documents from January 1, 2019 to the present relating to any review and/ or tracking of percentages of total or full roof replacements by individual adjusters and managers adjusting or working on Oklahoma wind/hail claims, including recommendations, approvals, or similar type of review, tracking, or analysis related to total or full roof replacements on wind/hail claims.			
RFP #13	Produce all Documents related to any Cost/Benefit Analysis concerning Your adjustment and/or handling of wind- and/or hailstorm claims in Oklahoma since 2010.			
RFP #16	Produce all documents related to the Wind and Hail Full Roof Replacement Percentage from January 1, 2019 to the present, including nationwide and state specific tracking of such percentages.			

No.	Discovery Request	State Farm's Objection(s)	Time Frame Requested	Notes
RFP #17	Produce all documents related to the Total or Full Roof Replacement to Partial Roof Replacement Ratio on Wind/Hail Claims from January 1, 2019 to the present, including nationwide and state specific tracking of such ratios.			
RFP #18	Produce all documents related to the Total Roof Payment volumes on Wind/Hail claims from January 1, 2019 to the present, including nationwide and state specific tracking of such ratios.			
RFP #19	Produce all documents from January 1, 2019 until the present, relating to your review, monitoring, and/or tracking of the percentages of total or full roof replacements by individual adjusters and managers on wind/hail claims.			
RFP #20	Produce any policies, procedures, and/or methods to review and/or track percentages of total or full roof replacements by individual adjusters and managers adjusting or working on Oklahoma wind/hail claims, including recommendations, approvals, or similar type of review, tracking, or analysis related to total or full roof replacements on wind/hail claims.			

No.	Discovery Request	State Farm's Objection(s)	Time Frame Requested	Notes
RFP #28	The matrices which relate to or involve the tracking of Your financial savings (and future financial savings) tied to reduction in indemnity payments on wind/hail claims, reduction in the total or full roof replacement to partial roof ratio, nationwide total roof payment volume, and/or reduction of the full roof replacement percentage on wind or hail claims from January 1, 2019 to the present.			
		OTHER CLAIMS REQUESTS		
IROG #3	Please identify all Wind/Hail Claims and corresponding civil cases in Oklahoma since January I, 2019 wherein a Total or Full Roof Replacement was denied prior to a lawsuit being filed, but was subsequently approved and/or paid to an insured after the insured filed a civil lawsuit against State Farm.	• No post-litigation claim payment was made • Overly broad in scope and time (not limited to a reasonable period of time); and • Vague and ambiguous with respect to the use of the terms "found damage the insured roofs soft metals (vent cap, guttering, etc.) but found the roof material itself (asphalt shingles, shake shingles, etc.) did	2019-Present	**During the meet and confer, State Farm inquired whether Plaintiffs would agree to any limitation on claim files, noting that Judge Russell had ordered the production of homeowners hail claims for a two-year period in the county in which the loss occurred, producing every fifth claim file. Plaintiffs would not agree to any narrowing.** **State Farm also asked if Plaintiffs would withdraw**
IROG #22	Identify the total number of homeowners' wind/hail claims from 2019-present in Oklahoma in which State Farm found damage the insured roofs soft metals (vent cap, guttering, etc.) but found the roof material itself (asphalt shingles, shake shingles, etc.) did not suffer enough damage to exceed the policy's deductible.			

No.	Discovery Request	State Farm's Objection(s)	Time Frame Requested	Notes
IROG #23	Identify the total number of homeowners' wind/hail claims from 2019-present in Oklahoma in which State Farm found damage the insured roofs soft metals (vent cap, guttering, etc.) but found the roof material itself (asphalt shingles, shake shingles, etc.) did not suffer enough damage to warrant a Full or Total Roof Replacement.	not suffer enough damage to warrant a Full or Total Roof Replacement." • See Declaration of Jacob Nimesgern		**Interrogatory No. 3 because it was not applicable; no post-litigation claim payment was made to total the roof. They declined.**
PRODUCTIONS IN OTHER LAWSUITS				
RFP #44	Produce all documents previously produced and/or ordered by the respective court to be produced by You in the following cases: - *Nida v. State Farm*, CJ-2020-4453 (Oklahoma County) - *Hosier v. State Farm*, CJ-2021-1741 (Oklahoma County) - *Kyger v. State Farm*, CJ-2022-3990 (Oklahoma County) -*McDow v. State Farm*, CJ-2022-1857 (Oklahoma County) - *Barnett v. State Farm*, CJ-2020-141 (Grady County) - *McNeil v. State Farm*, CJ-2021-926 (Cleveland County).	• Vast amount of irrelevant information produced; and • Seeks information from other insureds	N/A	