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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,	)	Case No. CJ-2025-135
	)	
v.	)	Hon. Grant Sheperd
	)	
STATE FARM FIRE & CASUALTY COMPANY and NANCY HOLCOMB INS. AGENCY, INC.,	)	
	)	
Defendants.	)	

DEFENDANT NANCY HOLCOMB
INSURANCE AGENCY, INC.'S RESPONSE IN OPPOSITION TO PLAINTIFFS'
MOTION TO COMPEL NANCY HOLCOMB'S COMPLIANCE WITH 12 O.S. § 3230(C)

VOLUME I

IN THE DISTRICT COURT OF COMANCHE COUNTY
STATE OF OKLAHOMA

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

DEFENDANT NANCY HOLCOMB INSURANCE AGENCY, INC.'S RESPONSE IN OPPOSITION TO PLAINTIFFS' MOTION TO COMPEL NANCY HOLCOMB'S COMPLIANCE WITH 12 O.S. § 3230(C)

The crux of Plaintiffs' Motion is that, because the Nancy Holcomb Insurance Agency, Inc. ("Holcomb Agency" or "Agency") ***has no*** knowledge of the claim handling practices alleged against State Farm Fire & Casualty Company ("State Farm")—the subject matter on which Plaintiffs want to impose liability against the Agency for constructive fraud—the Agency should acquire that knowledge from State Farm. The Holcomb Agency is not State Farm nor is it an employee or even a subsidiary of State Farm; it is a separate entity that does not know everything State Farm knows, nor is it required to have that knowledge. Thus, the entire premise of this Motion is wrong, and the Court should deny the motion denominated Plaintiffs' Motion to Compel Nancy Holcomb's Compliance with the Requirements of 12 O.S. § 3230(C).

Plaintiffs sued State Farm alleging that State Farm underpaid their insurance claim in bad faith. To prevent the case from being removed to federal court, Plaintiffs sued the Holcomb Agency as a non-diverse defendant. The Agency has filed a motion for summary judgment establishing that claims against it are time barred and otherwise fail as a matter of law.

Nonetheless, pursuant to 12 O.S. § 3230(C)(5), Plaintiffs seek to depose the Holcomb

Agency not only about matters known to the Agency, but also about matters known only to State Farm. The flaws in Plaintiffs' argument are evidenced by the first sentence in their purported "Legal Standard" which claims that in the context of bad faith claims, "the jury may be shown the *entire course* of conduct between the parties." (Pls. Mot. at 1 (quoting *Timmons v. World Globe*, 1982 OK 97 ¶ 33, 653 P.2d 907, 917)). As set forth below, Oklahoma law is clear that no cause of action for bad faith exists as to the Agency, and the Agency's conduct is not attributed to State Farm for such claim.

It appears that Plaintiffs know this law because they did not sue the Agency for bad faith, nor have they claimed that the Agency's conduct is evidence of any alleged bad faith by State Farm. Instead, they attempted to state a claim against the Agency for causes of action recognized under Oklahoma law—negligent procurement and constructive fraud. The constructive fraud claim is premised, in part, on the notion that the Agency knew of a plan by State Farm to deny roof claims through the Fire Model Enhancement ("FME") or other initiatives and failed to inform the Plaintiffs.[1] The Holcomb Agency, however, has no knowledge of either the FME or other claim handling initiatives.

Thus, Plaintiffs are now trying to force the Agency to undertake a litigation-driven investigation to manufacture such knowledge. The law does not require the Agency to undertake such an investigation. Nor is it possible, as a practical matter, for the Agency to obtain the information Plaintiffs seek. To the extent Plaintiffs are entitled to that information about State Farm, they can and are seeking it from State Farm. The Court should deny the Motion to Compel.

BACKGROUND

[1] The law puts no such obligation on agents because they have no responsibility for claim decisions, which is also why the Agency lacks knowledge about the claim handling topic included in the Notice. *See* cases cited at pp. 8-9, *infra*.

Defendants have briefed the background of this case several times and, therefore, the Holcomb Agency does not repeat the entire background here. However, because it is relevant to Plaintiffs' effort to force the Holcomb Agency to learn information outside of its possession, custody, and control—that it is neither required nor supposed to know—the Holcomb Agency reiterates that, to date: (1) State Farm has produced nearly 800,000 documents including (a) voluminous claims training materials; (b) voluminous agency training materials; (c) information regarding the FME and other "wind/hail initiatives," including purported tracking of roof replacements, indemnity savings, and payment volumes and similarly-described initiatives; (d) documents and communications relating to managerial approval requirements for full roof replacements covering a period of six years; (e) documents previously produced or ordered in six unrelated lawsuits; and (f) emails or other correspondence to or from Nicole Manduca, Sharon Arnold, Tom Moss, and Susan Maynard about the FME and various metrics relating to roof replacements; (2) State Farm produced the applicable claim file, underwriting file and policy information to Plaintiffs immediately; (3) Plaintiffs have deposed Nicole Manduca for a full day about FME and claims initiatives; (4) the Court has ordered State Farm to produce Wensley Herbert, Scott Welsh and Kathy Ress and allowed the deposition of Tom Moss (a former employee who will require a subpoena); and (5) most recently, the Court ordered substantial additional document production including information involving Accenture, depositions and exhibits of other witnesses in different cases, and some claim files of other insureds.

Plaintiffs' claims against the Holcomb Agency are premised on their allegations that the Agency was aware of State Farm's allegedly fraudulent claim-handling practices and failed to notify Plaintiffs about them—practices they urge were implemented after State Farm twice paid to replace the roof on a different house they owned in 2009 and 2019. Pet. ¶¶ 35 ("State Farm's captive agents (including Agent here) are fully aware of the narrow and limited definition . . . ."), 73 ("Defendants failed to disclose . . . any material facts regarding the Scheme, including the Hail Focus Initiative . . . ."). Plaintiffs admit, though, that they have no evidence that the Holcomb Agency knew about State Farm's purported changes in the way it handled claims, which is what Plaintiffs refer to as a scheme. *See* N. West Dep. at 116:19-118:4, Ex. 1; L. West Dep. at 100:1-25, Ex. 2. Accordingly, their attorneys are insisting that State Farm must educate the Holcomb Agency on the purported scheme to concoct evidence to salvage their claims.

On June 10, 2026, Plaintiffs served a notice of deposition ("Notice") pursuant to 12 O.S. § 3230(C)(5) on the Holcomb Agency purporting to require the Agency to designate a witness to testify about ten topics, with a total of 55 subtopics. Pls. Ex. 6. While the Holcomb Agency has knowledge of and will testify about many of the topics in the Notice, several topics seek information unknown and unavailable to the Agency, including information about the following:

- State Farm's "Wind/Hail Focus Initiative" (Topic 1);
- State Farm's "Wind/Hail Fire Model Enhancement Team" (Topic 2);
- "Hygiene" training (Topics 3, 4(f));
- State Farm training regarding its claim handling (Topic 4);
- Haag Education and Haag Engineering (Topics 5, 8(i));
- loss ratio statistics (Topic 8(c)); and
- State Farm's use of MyBlock and MAX software (Topics 6(e)-(f), 8(g)-(h)).

Pls. Mot. Ex. 6.

Accordingly, in response to the Notice, the Holcomb Agency sent a letter to Plaintiffs notifying them that the Agency would designate Nancy Holcomb to testify as to the knowledge of the Agency but advised that the Agency did not have knowledge regarding the topics listed above.

Pls. Mot. Ex. 1. Acknowledging that the Agency does not have personal knowledge of the disputed topics, Plaintiffs have filed a Motion to Compel arguing that the Agency must educate itself not regarding its own corporate knowledge, but rather, regarding "State Farm's corporate knowledge." Pls. Mot. at 1, 5 ("All topics in the deposition notice (see Exhibit 6), including State Farm's internal rules, policies, procedures, processes, and practices on wind/hail claims that operated to deny Plaintiffs' claim (i.e., the 'Wind/Hail Focus Initiative'). . ."). As set forth below, the Holcomb Agency is not required to educate itself regarding information only known to State Farm.

ARGUMENT AND AUTHORITY

I. There Is No Cause of Action Against the Agency for Bad Faith Nor Is State Farm's Good or Bad Faith Judged on the Conduct of the Agency.

Plaintiffs' argument goes off track immediately because they cite legal standards applicable to a bad faith cause of action and suggest that, based on those standards, the Holcomb Agency must learn what State Farm knows because "the entire course of contact between the parties" is material to the bad faith claim (Pls. Mot. at 1). But, Oklahoma law does not recognize a cause of action against insurance agents for breach of the covenant of good faith and fair dealing. *Guideone Am. Ins. Co. v. Shore Ins. Agency, Inc.*, 2011 OK CIV APP 69, ¶ 24, 259 P.3d 864, 871. Nor can an insurer be liable for bad faith based on conduct of the agent. *Hays v. Jackson Nat'l Life Ins. Co.*, 105 F.3d 583, 590 (10th Cir. 1997) ("Under Oklahoma law, the alleged knowledge and acts of the agent at the time of the application [are] not imputed to the principal for purposes of determining whether the principal acted in bad faith."); *Claborn v. Washington Nat'l Ins. Co.*, 1996 OK 8, ¶ 15, 910 P.2d 1046, 1051 ("[T]he 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."). While an insurer might be bound in contract based on the conduct of an agent operating within the scope of its agency, i.e. procuring policies, agents do not handle claims. Thus, in this context, the conduct of an agent cannot be imputed to the insurer.

Nevertheless, Plaintiffs use this false premise and build an argument around State Farm documents that reference agent complaints about claim handling or the sharing of information with "agency leadership," to suggest that agents were or might have been exposed to such information. ***The documents Plaintiffs cite establish nothing about the Holcomb Agency's knowledge at all.*** Plaintiffs' counsel can ask Ms. Holcomb on behalf of her Agency if she or her employees have received complaints, talked to State Farm about complaints, received training on claim handling, heard of FME, or any of the other topics they think the Agency has learned from State Farm. ***The Agency is specifically not asking this Court to prohibit them from asking those questions***. Ms. Holcomb has investigated what her Agency knows and will be prepared to answer any such questions, though the answer in many instances will be that the Agency has no such knowledge.

The Agency is objecting to the notion that it must learn information it does not know from a separate entity—State Farm—to obtain knowledge to answer questions on behalf of the Agency. The law has no such requirement. And the opening premise that there is something about the law of bad faith and the "entire course of contact between the parties" that requires the Holcomb Agency to do so is entirely wrong.

II. Section 3230(C)(5) Does Not Require the Holcomb Agency to Learn Information in State Farm's Possession.

The Discovery Code does not require the Holcomb Agency to educate itself regarding information known to and in the possession of State Farm to satisfy its discovery obligations. As Plaintiffs acknowledge, 12 O.S. § 3230(C)(5) obligates an entity to prepare a deponent to testify only as to "matters known or reasonably available to the organization." If an organization "does not possess such knowledge" to prepare a witness "then its obligations under" the statute cease. *See Dravo Corp. v. Liberty Mut. Ins. Co.*, 164 F.R.D. 70, 76 (D. Neb. 1995) (applying Fed. R. Civ.

P. 30(b)(6), the federal equivalent to 12 O.S. § 3230(C)(5)). In other words, "[a] party cannot be compelled to produce what it does not have." *List v. Carwell*, No. 18-CV-2253 (DSD/TNL), 2020 WL 5988514, at *6 (D. Minn. Oct. 9, 2020) (collecting cases).[2]

The separateness of entities for purposes of corporate representative notices is so fundamental there is little authority even discussing this issue (and Plaintiffs cite none). However, the question comes down to one of control which does arise in the context of other discovery. Courts examining the extent of matters "reasonably available to [an] organization" at times look to whether the information is within its "control" within the meaning of Fed. R. Civ. P. 34. *See Goodyear Tire & Rubber Co. v. CEVA Logistics Singapore, Ltd.*, 348 F.R.D. 54, 78 (E.D. La. 2024), *review denied,* No. CV 22-4561, 2024 WL 5086077 (E.D. La. Dec. 12, 2024) ("Recognizing the varying decisions addressing the issue, this Court finds that mere 'control' under Rule 34 does not automatically render information known by an affiliate as 'reasonably available' for purposes of Rule 30(b)(6) when the affiliate had no role or involvement in the underlying transaction."); *Murphy v. Kmart Corp.*, 255 F.R.D. 497, 508 (D.S.D. 2009); *Twentieth Century Fox Film Corp. v. Marvel Enters., Inc.*, No. 01 CIV 3016(AGS) (HB, 2002 WL 1835439, at *3 (S.D.N.Y. Aug. 8, 2002). Materials outside of an entity's "control" for document production purposes are not "reasonably available" for purposes of a corporate representative deposition. *See e.g., Goodyear Tire*, 348 F.R.D. at 78. Plaintiffs, as the parties seeking the information, bear the burden of proving that the Holcomb Agency has the requisite control. *Barron v. Nat'l Health Ins. Co.*, No. CIV-19-591-SLP, 2020 WL 9600579, at *1 (W.D. Okla. May 14, 2020). They have not and cannot do so.

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[2] The Oklahoma Supreme Court has held that federal law may serve as a guide in interpreting § 3230(C)(5) due to its similarities with Fed. R. Civ. P. 30(b)(6). *Crest Infiniti, II, LP v. Swinton*, 2007 OK 77, ¶ 2, 174 P.3d 996, 999, *as corrected* (Oct. 10, 2007).

To that end, Oklahoma law recognizes that there are limits to what is in a litigant's control. For example, the Oklahoma Court of Civil Appeals has held that an employee does not have "control" of his employer's records for purposes of a request for production. *See Newell v. Nash*, 1994 OK CIV APP 143, ¶ 11 & n.5, 889 P.2d 345, 348 & n.5 (citing 12 O.S. § 3234). There, the court found that "[r]egardless of the possibility that the records may have contained discoverable information, the trial court certainly did not abuse its discretion in refusing to order Appellee to produce such records of which he was neither in possession nor control." *Id.*

The relationship between the Holcomb Agency and State Farm is not even an employer-employee relationship. Rather, as an independent contractor, the Agency's relationship with State Farm is even more attenuated than that of an employee to an employer. Thus, even more than the employee relationship in *Newell*, here, the Agency has no control over documents and information in State Farm's possession. Following the logic in *Goodyear Tire* and other federal cases, information that is in State Farm's control, rather than the Agency's control, is not "reasonably available" to the Agency for purposes of § 3230(C)(5).

Nor does the Agency's contractual relationship with State Farm permit the Agency to demand confidential, proprietary claim-handling materials from State Farm for the purpose of responding to discovery requests or otherwise. As other Oklahoma courts have recognized, in dismissing suits brought against State Farm agents, State Farm captive agencies are not liable for State Farm's claim handling because agencies do not handle claims. *See e.g., Wiesman v. State Farm*, CIV-25-00050-JD, 2025 WL 2918043, at *4 (W.D. Okla. Oct. 14, 2025); *Rain Drop Found. Inc. v. State Farm*, CIV-24-1101-D, 2025 WL 582562, at *4 (W.D. Okla. Feb. 21, 2025). Because

State Farm agents do not handle claims, agencies are not privy to the vast amount of information about claim-handling that Plaintiffs request in their notice of deposition.[3]

Further, State Farm's claim handling procedures are confidential and constitute valuable proprietary information. *See e.g.*, *Moses Enters., LLC v. Lexington Ins. Co.*, No. 3:19-CV-00477, 2020 WL 7634165, at *3–4 (S.D.W. Va. Dec. 22, 2020) (holding AIG's insurance claims manuals were entitled to confidential treatment because "they provide very detailed, specific step-by-step instructions that AIG has developed regarding its property and casualty insurance claims."); *Hamilton v. State Farm Mut. Auto. Ins. Co.*, 204 F.R.D. 420, 423 (S.D. Ind. 2001) (holding documents reflecting State Farm's claim handling procedures would be valuable to a competitor and constitute trade secrets). Publicly filed declarations of State Farm personnel confirm the confidential nature of its claim handling and training materials. *E.g.*, Ex. 3, ¶¶ 2-14 (Manduca Declaration, *Carson v. State Farm Fire & Cas. Co.*, No. CJ-2024-01847 (Tulsa Cty., Aug. 6, 2026) ("State Farm does not publicly disclose this information and consistently treats it as confidential in the ordinary course of business. Access to such information is generally limited to employees and others with a business need to know it."). The Agency, thus, only has access to information as State Farm allows and cannot, as a practical matter, legal matter, or otherwise, require State Farm to provide the information requested in the Notice of Deposition.[4] *See Barron*, 2020 WL

[3] Plaintiffs attempt to manufacture a factual dispute over the Agency's control of and access to State Farm's information by pointing to a handful of internal State Farm documents—a 2021 "SEO Roofing Claim Update," a February 2021 email among State Farm personnel, and an internal PowerPoint presentation script—that refer generally to communications with State Farm's "agents" and "Agency Leadership," the latter of which refers to State Farm employees. *See* Pls. Mot. Exs. 3-5. None of these documents mention the Holcomb Agency, and Plaintiffs identify nothing showing that the Agency had knowledge of the Wind Hail Model Enhancement Team's ("WHMET") underlying analysis, recommendations, and data that Topics 1 and 2 seek, nor can they.

[4] The fact that the same counsel represent the Holcomb Agency and State Farm is irrelevant to this analysis as courts do not impute confidential knowledge an attorney learns in the representation of

9600579 at *1 (denying motion to compel insurer to produce information it represented was in the possession, custody, or control of third-party claim administrator, where plaintiff failed to provide evidence of control, such as an agreement between the insurer and third-party administrator giving the insurer the legal right to obtain copies of the information and documents requested); *McGrath v. Nationwide Mut. Ins. Co.*, No. 2:16-CV-284, 2017 WL 735585, at *2 (S.D. Ohio Feb. 24, 2017) (noting that contractual provisions addressing rights to information may be decisive as to question of possession, custody, or control, and denying motion to compel insurer to produce information in the possession of its agent where insurer's "counsel ha[d] signed a discovery response certifying that [insurer] d[id] not have possession, custody, or control" of the information and plaintiff had "not presented any evidence to the contrary"); *Coats v. Chaudhri*, No. 1:13-CV-02032BAM-PC, 2016 WL 1046233, at *5 (E.D. Cal. Mar. 16, 2016) (denying motion to compel where responding party indicated information was not in his possession, custody, or control because "as an independent contractor, he d[id] not have a right to obtain the information").

Finding that State Farm's information is not "reasonably available" to the Holcomb Agency is consistent with well-established agency law principles. Indeed, and critically, while an agent's knowledge may, in some circumstances, be imputed to the principal, ***courts do not impute the principal's knowledge to the agent.*** *See Schmitt v. FMA All.*, 398 F.3d 995, 997 (8th Cir. 2005) ("[E]stablished agency law . . . dictates that while the knowledge of the agent is imputed to

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one client to other clients. *See Bean v. John Wiley & Sons, Inc.*, No. CV 11-08028-PCT-FJM, 2012 WL 1078662, at *3 (D. Ariz. Mar. 30, 2012) (declining to "impute the confidential knowledge plaintiff's lawyers learned in other copyright litigation to a non-party who happens to retain the same counsel"); *In re Locust Bldg. Co.*, 299 F. 756, 769 (2d Cir. 1924) ("[A]s the doctrine of imputed notice to a client rests upon the ground that the attorney has knowledge of something material to the particular transaction which it is his duty to communicate to his principal, it has been held that notice will not be imputed to the client where it would be a breach of professional confidence to make the communication" (citation omitted)).

the principal, the converse is not true." (collecting cases)); *S.O.G.-San Ore-Gardner v. Missouri Pac. R. Co.*, 658 F.2d 562, 567 (8th Cir. 1981) ("[I]t is well settled that an agent may rely upon the representations of his principal and that the principal's undisclosed knowledge is not imputed to him." (citing *Brooks v. Smith*, 220 S.W.2d 801, 803 (Ark. 1949); W. Seavey, Law of Agency 187, 222-23 (1964); Restatement (Second) of Agency §§ 320, 348 (1958))). Plaintiffs seek to violate this established principle of law by requiring the Holcomb Agency to investigate and learn facts which, as a matter of law, cannot be imputed to the Agency.

None of the very few authorities that Plaintiffs cite support their flawed interpretation of § 3230(C)(5) or that the Holcomb Agency has access to the information contained in their Notice. Rather, the authorities they cite regarding a corporate deponent's responsibility to testify about matters beyond his or her ***personal*** knowledge do not address ***whether the Agency itself is required to become educated about information beyond its own possession, custody, and control.*** Pls. Mot, at 6 (citing *E.E.O.C. v. Unit Drilling Co.*, No. 13-CV-147-TCK-PJC, 2014 WL 3548845, at *6 n.3 (N.D. Okla. July 17, 2014) (holding that corporate witness could not limit Rule 30(b)(6) testimony to her own personal recollection ***where information was known or reasonably available to Unit Drilling, the organization that designated her as its witness***); *Butterfly-Biles v. State Farm Life Ins. Co.*, No. 09-CV-086-CVE-PJC, 2010 WL 346838, at *2 (N.D. Okla. Jan. 21, 2010) (examining whether State Farm satisfied its own Rule 30(b)(6) obligation to provide testimony on matters "known or reasonably available" to State Farm, and cautioning that State Farm's own trial testimony could be limited if ***State Farm's witness*** could not speak to matters ***within State Farm's own knowledge***). Nor does Plaintiffs' citation to Neil West's deposition testimony establish that the Agency has access to State Farm's claim-handling information.[5] Plaintiffs offer no authority in support of their assertion that the Agency has a responsibility to learn confidential information belonging to State Farm to satisfy its obligations under 12 O.S. § 3230(C)(5).

Plaintiffs' reliance on 12 O.S. § 1435.3(A) fares no better. That statute provides that, in a dispute between an insured and the insurer, the producer is treated as representing the insurer rather than the insured such that a producer's representations can bind the insurer. It says nothing about which entity controls, and must produce in discovery, the insurer's internal claim-handling and underwriting materials.

III. Plaintiffs Seek Irrelevant Discovery That Disproportionate to the Needs of the Case.

The Oklahoma Discovery Code, like the Federal Rules from which it is derived, provides that discovery must be relevant and proportional to the needs of the case. *See* 12 O.S. § 3226(B)(1)(a); Fed. R. Civ. P. 26(b)(1). Relevance to a "party's claim or defense"—as the Oklahoma Discovery Code requires[6]—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).

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[5] While Plaintiffs assert that "Plaintiffs have testified that Holcomb knows about the Wind/Hail Focus Initiative," the cited portion of Neil West's deposition testimony states only a self-serving "belief" that she knew of it, based on absolutely nothing. Pls. Mot. at 8 ("The hail focus initiative, I think that she knew more about it.") (quoting Pls. Mot. Ex. 2, p. 49:20-21)). Nothing about this self-serving speculation supports the notion that the Agency must educate itself about the hail focus initiative.

[6] 12 O.S. § 3226 (2025) ("Parties may obtain discovery regarding any matter, not privileged, which is ***relevant to any party's claim or defense***, reasonably calculated to lead to the discovery of admissible evidence and *proportional to the needs of the case*, considering [various factors].") (emphasis added).

Discovery must also be "proportional to the needs of the case." 12 O.S. § 3226(B)(1)(a). *See Werner Enters., Inc. v. Kirkland*, No. 122,385 (Okla. Sept. 24, 2024). "The proper scope of discovery is that which is both relevant to the claims or defenses and proportional to the needs of the case, considering the various factors."[7] *Dodd v. Indian Health Care Res. Ctr. of Tulsa, Inc.*, No. 24-CV-00327-SH, 2024 WL 4648150, at *2 (N.D. Okla. Nov. 1, 2024) (emphasis in original).

Here, even if the Agency could obtain information from State Farm to provide to Plaintiffs, Plaintiffs cannot establish the point of such an exercise. By definition, information unknown to the Agency but learned from State Farm for purposes of a corporate representative deposition would not be based on the Agency's own knowledge, and a representative of the Agency would lack a foundation to testify about such matters. 12 O.S. § 2602. Even if this evidence were potentially admissible, the probative value of such testimony would be vastly inferior to the evidence Plaintiffs have already obtained and are seeking regarding the same subject matter directly from State Farm, as discussed below.

While the potential benefit of requiring the Holcomb Agency to testify as to "State Farm's corporate knowledge" is non-existent, the burdens associated with such an exercise and the potential for confusion are large. Discovery in this matter has ballooned to encompass nearly 800,000 documents with thousands more ordered and production pending. Requiring the Agency to review even a portion of this material is overly burdensome. Further, doing so would substantially impair the Agency's ability to defend itself. The Petition alleges that certain matters were known to the Agency when Plaintiffs purchased or renewed their policy. Yet Plaintiffs seek

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[7] 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 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).

to compel deposition preparation that would require the Agency representative to become educated on a broad range of State Farm claim-handling subjects far removed from the Agency's actual knowledge. Such preparation would create a significant risk of contaminating the witness's testimony by conflating historical knowledge with information learned years later solely in response to litigation. Plaintiffs would have every incentive to exploit that confusion by attempting to characterize litigation-acquired knowledge as evidence of what the Agency supposedly knew when the policy was sold or renewed. Nor can Plaintiffs establish the relevance of testimony from the Agency about information belonging to State Farm, and the burdens of manufacturing this evidence would be disproportionate and indeed detrimental to the needs of the case. In short, ***the Court should not permit discovery that requires the Agency to manufacture the knowledge Plaintiffs contend existed in the first place, when such knowledge did not exist.***

IV. The Requested Discovery Is Unreasonably Cumulative and Available from State Farm to the Extent Plaintiffs Are Entitled to the Discovery.

Under the Oklahoma Discovery Code, the Court *shall* limit the frequency or extent of discovery if "the discovery sought is unreasonably cumulative or duplicative, or can be obtained from some other source that is more convenient, less burdensome, or less expensive." 12 O.S. § 3226(B)(2)(c)(1). To the extent discovery exists and Plaintiffs are entitled to discovery about State Farm's claim-handling practices, Plaintiffs are obtaining this discovery from State Farm.

Indeed, the Court previously granted Plaintiffs' Motion to Compel, requiring State Farm to respond to discovery requests that overlap with Plaintiffs' noticed deposition topics. *See* Journal Entry, April 22, 2026. For example, Topic 1, which seeks information about State Farm's "Wind/Hail Focus Initiative" overlaps with Interrogatories 6, 7, 9, 13, and 28-29 and Requests for Production 21-24 and 39 that Plaintiffs propounded to State Farm and which the Court compelled State Farm to answer. *Compare*, Pls. Mot. Ex. 6 *with* Ex. 4 (SF First Disc Resp.). Topic 2, which seeks information about State Farm's "Wind/Hail Fire Model Enhancement Team," similarly overlaps with Interrogatories 6, 7, 9, 13, and 28-29 and RFPs 21-24, 35-39, and 43. Notably, the noticed topics include matters for which the Court sustained State Farm's objections. *Compare* Topic 3 (regarding claim "hygiene") *with* RFP 29 (objection sustained); *compare* Topic 4(e) (regarding "Art of the Conversation") *with* RFP 30 (objection sustained); *compare* Topic 4(k) (regarding MyBlock) *with* RFP 33 (objection sustained).

Plaintiffs have also deposed Nicole Manduca, who Plaintiffs have represented to be the architect and leader of the scheme that they allege. Pls. Resp. to Motion for Protective Order, at 2 (Jan. 28, 2026) ("**Nicole Manduca** was the ***leader*** of the WHMET."). Plaintiffs are deposing other State Farm senior executives they claim have personal knowledge of the topics in the deposition notice to the Agency, including Wensley Herbert, Scott Welsh and Kathy Ress. To the extent the Court has found that Plaintiffs are entitled to the discovery they seek, they have obtained it from State Farm. To the extent that Plaintiffs are entitled to more discovery on the same topics, Plaintiffs are seeking it from State Farm. Requiring the Agency to educate itself to provide testimony on these same subjects—about which it has no knowledge—would be the definition of unreasonably cumulative and duplicative discovery.

CONCLUSION

The Nancy Holcomb Insurance Agency, Inc. requests that the Court deny the motion to compel.

Respectfully submitted,

Timila Rother

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CERTIFICATE OF SERVICE

This is to certify that on the 17th day of August, 2026, the undersigned caused a true and correct copy of the above and foregoing to be mailed to:

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IN THE DISTRICT COURT OF COMANCHE COUNTY
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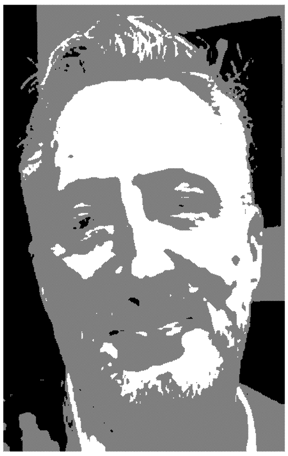
NEIL and LACY WEST, Plaintiffs, vs. STATE FARM FIRE AND CASUALTY COMPANY and NANCY HOLCOMB INSURANCE AGENCY, INC., Defendants.	)	Case Number CJ-2025-135



* * * *

VIDEO DEPOSITION OF NEIL SPENCER WEST

Taken on behalf of the Defendants

on the 19th day of March, 2026

in Lawton, Oklahoma

* * * *

REPORTED BY: TAMARA WAGGONER, CSR

EXHIBIT 1

think if those were the changes and she knew about them, she had a duty to tell me about them.

Because not only is she an agent for State Farm, we've already established here that she served as my agent, too. Like a good neighbor State Farm is there. Contact your local agent. My agent. An agency exists between State Farm and her and State Farm and me. She had a dual obligation to relay that information to me.

MS. ROTHER: Move to strike as nonresponsive.

MR. SANDERS: Object to the form.

Q (By Ms. Rother) One thing you said was if she knew about it. Do you have any knowledge about what she knew or did not know?

MR. SANDERS: Object to the form.

THE WITNESS: Do I have any knowledge of what she did not know?

Q (By Ms. Rother) What she knew or did not -- can you -- could you sit in front of a jury and say, I know that Ms. Holcomb knew about this and she didn't tell me?

MR. SANDERS: Object to the form.

THE WITNESS: I can sit in front of a jury and say I have reasonable confidence that she has to go through regular training and what the insurance business is and what they learned along the way.

MS. ROTHER: Okay.

THE WITNESS: What she should have -- or what she should have known or known.

Q (By Ms. Rother) And you understand that agents are independent contractors and they're not the ones that make the claim decisions, you understand that; right?

MR. SANDERS: Object to the form.

THE WITNESS: I don't necessarily know that.

Q (By Ms. Rother) Okay.

A I think -- I think I mostly agree with that. I'm learning.

Q Do you think that agents -- has Ms. Holcomb --

A Let me -- if I could clarify that. I don't believe that Nancy can deny the claim. If that -- if that is what the question was at.

Q Right. Do you believe she has any control over State Farm's claim decision?

A I don't think so.

Q And you're just supposing that agents get some kind of training about State Farm's claim decision making?

MR. SANDERS: Object to the form.

Q (By The Witness) You're supposing that?

A I am.

Q Okay.

A I apologize. Potty break.

MS. ROTHER: Oh, of course.

THE WITNESS: We're off the record. The time is now 12:54.

(LUNCH RECESS)

THE VIDEOGRAPHER: We are back on the record. The time is 1:18 p.m.

Q (By Ms. Rother) All right, sir. We had a short lunch break, back on the record. I was asking you about your insurance policy. Will you look at the -- it's Exhibit 1 and it's Page 26, Bates Number 26 in the right corner.

A Ready.

Q On paragraph six in the left column, the Suits Against Us provision. And it states, "No action will be brought against us unless there has been full compliance with all of the policy provisions. Any action by any party must be started within one year after the date of loss or damage."

And do you agree that you filed your petition

IN THE DISTRICT COURT OF COMANCHE COUNTY
STATE OF OKLAHOMA

NEIL and LACY WEST,	)	
	)	
Plaintiffs,	)	
	)	Case Number
vs.	)	CJ-2025-135
	)	
STATE FARM FIRE AND CASUALTY COMPANY and NANCY HOLCOMB INSURANCE AGENCY, INC.,	)	
	)	
Defendants.	)	

* * * *

VIDEO DEPOSITION OF LACY MICHELLE WEST

Taken on behalf of the Defendants

on the 20th day of March, 2026

in Lawton, Oklahoma

* * * *

REPORTED BY: TAMARA WAGGONER, CSR

EXHIBIT 2

Q So looking at Page 6, there are probably -- going on over to -- through Page 9, there are extensive and detailed allegations about a purported wind, hail focus initiative by State Farm, State Farm's internal definitions of hail damage, testimony by former employees. You saw that; right?

A Yes.

Q Okay. What factual information do you have to support what is in Pages 6 through 10, which is the State Farm specific information?

MR. SANDERS: Form. You can answer.

THE WITNESS: The only factual knowledge I have is that it does -- given our prior experience with State Farm and our current experience, this seems to go hand in hand with what we're experiencing right now. And, yeah, that's really all I can attest to.

Q (By Ms. Rother) So because your claim was paid in 2019 but was not -- your claim for total roof was paid in 2019, but your claim for a total roof replacement in 2023 was not paid, that's consistent in your view with the change in approach or philosophy that is the scheme described in this document; is that what you're saying?

A Yes.

IN THE DISTRICT COURT OF TULSA COUNTY
STATE OF OKLAHOMA

DEAN CARSON, Plaintiff, vs. STATE FARM FIRE AND CASUALTY COMPANY and JASON STRICKLAND, Defendants.	))))))))))	Case No. CJ-2024-01847 The Honorable Kevin Gray

<u>DECLARATION OF NICOLE MANDUCA</u>

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

1. I am employed by State Farm Fire and Casualty Company ("State Farm") as a Property & Casualty ("P&C") Claims Fire Director. I have personal knowledge of the matters stated herein and, if called as a witness, could competently testify thereto.

2. On April 1, 2026, I provided deposition testimony in this action, *Dean Carson v. State Farm Fire Casualty Company and Jason Strickland*. Portions of that testimony concerned State Farm's internal business operations, including the Fire Model Enhancement ("FME") work, internal wind and hail claim-handling processes, quality measurements, manager-review requirements, training, personnel evaluation, and compensation-related processes. Those are among the subjects discussed in the portions of my deposition testimony that State Farm designated as confidential.

3. The information and documents discussed in the designated portions of my testimony are not generally known to the public. They concern internal processes, methods, guidelines, performance measurements, training practices, and operational procedures used within State Farm's claims organization.

EXHIBIT 3

4. State Farm does not publicly disclose this information and consistently treats it as confidential in the ordinary course of business. Access to such information is generally limited to employees and others with a business need to know it.

5. Based on my experience and familiarity with these subjects, the information discussed in the designated testimony reflects internal business practices and operational methods that State Farm has developed and refined over time. State Farm has invested substantial resources in developing, implementing, maintaining, and improving these processes. State Farm creates its own claim handling resource materials, including internal training presentations, job aids, manuals, and other instructional or training materials and disseminates them to authorized personnel only. They are unique to State Farm and reflect proprietary claim handling procedures, techniques, processes, methods, systems, and policies.

6. State Farm considers these materials to be proprietary intellectual property. State Farm has incurred substantial expense and devoted many hours to their development, which is based on knowledge State Farm has gained through claim handling and other business experiences that provide it with an advantage over its competitors.

7. The creation, evaluation, and updating of resource materials for claims personnel is an ongoing, expensive, and time-consuming process that requires input from numerous highly-qualified claims and legal personnel. State Farm expends significant resources, including valuable personnel time and resources, in maintaining and updating the resource materials for continued use in State Farm's business.

8. Public disclosure of the information discussed in the designated testimony would reveal details regarding State Farm's internal claim handling procedures, training practices, management-review processes, performance measurements, and employee-evaluation systems.

Disclosure of such information could provide insight into State Farm's internal operations that is not otherwise available to the public.

9. The FME work I testified about includes analyses of State Farm's reinspection data and claim handling data, as well as guidelines, policies, and procedures related to claim handling. This work goes to the heart of State Farm's business and its commitment to its policyholders—investigating claims, making coverage determinations, and paying what it owes to customers—and disclosure of such information poses a serious competitive disadvantage to State Farm.

10. State Farm does not disclose information about its claim handling and underwriting procedures, techniques, processes, methods, systems, or policies to the general public or to its competitors, and it would be injurious to State Farm's competitive position in the marketplace if such information became public.

11. If competitors were to obtain the information discussed in the designated testimony, they would receive the benefit of State Farm's work product at no cost. This would especially benefit insurers that do not have the resources to develop their own claims procedures and guidelines, training documents, and other instructional materials and guidelines. Such insurers would be able to simply copy and adopt State Farm's confidential programs and procedures, and the value of those programs and procedures to State Farm would be impaired. Release of State Farm's confidential information surrounding claim handling and underwriting procedures, techniques, processes, methods, systems, and policies would provide competitors with a "blueprint" of how to manage their operations, thereby causing irreparable injury to State Farm and the loss of a business advantage.

12. Further, the competitor's development time and cost for the concept, method, or process would be greatly reduced if it had access to State Farm's confidential information. The

competitor would realize substantial cost savings and thereby gain an unfair advantage without properly compensating State Farm for the expenses it incurred in developing these ideas.

13. Public disclosure of the information designated in my testimony could also cause competitive harm to State Farm by revealing to competitors and bad actors the capabilities of State Farm's procedures. Information about how State Farm evaluates claims, if made public, would make it easier for malicious actors to file fraudulent claims and evade detection from State Farm.

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

Scottsdale, AZ	By: Nicole Manduca
[Date and Place]	Nicole Manduca

IN THE DISTRICT COURT OF COMANCHE COUNTY
STATE OF OKLAHOMA

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

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.

EXHIBIT 4

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.

<u>ANSWER TO INTERROGATORY NO. 5</u>: 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.

<u>INTERROGATORY NO. 8</u>: 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.

<u>ANSWER TO INTERROGATORY NO. 8</u>: 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.

ANSWER TO INTERROGATORY NO. 13: 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.

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

ANSWER TO INTERROGATORY NO. 14: 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.

INTERROGATORY NO. 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

ANSWER TO INTERROGATORY NO. 16: 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.

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

<u>ANSWER TO INTERROGATORY NO. 17</u>: 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.

INTERROGATORY NO. 23: 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.

ANSWER TO INTERROGATORY NO. 23: 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.