**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 II

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

REQUESTS FOR PRODUCTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. HAAG'S objectivity and/or bias

b. Your relationship with HAAG

c. Your continued use of HAAG

d. Your moratorium on Your use of HAAG

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REQUESTS FOR ADMISSION

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

RESPONSE TO REQUEST NO. 1: Denied.

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

RESPONSE TO REQUEST NO. 2: Denied.

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

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

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

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

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

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

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

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

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

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

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

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

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

RESPONSE TO REQUEST NO. 9: Denied.

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

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

Universal Objections, denied.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Respectfully submitted,

Paige A. Masters

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ATTORNEYS FOR DEFENDANT STATE FARM FIRE AND CASUALTY COMPANY

CERTIFICATE OF SERVICE

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

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

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

Paige A. Masters

VERIFICATION

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

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

____
Signature

JASON TAYLOR
Name (typed or printed)

TEAM MANAGE
Title

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

6077854

HAAG

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DECLARATION

My name is Ryan Holdhusen, Vice President of Haag Education Co. ("Haag") I am above the age of eighteen (18) years, and I am fully competent to make this declaration.

Haag is the provider of the "Hail and Wind Damage Assessment" seminar, which includes training videos developed exclusively by Haag for educational purposes.

State Farm holds a license to utilize Haag's training videos solely for internal training purposes. This license, however, is limited in scope and does not confer upon State Farm any authority or sufficient control over the videos to reproduce, disclose, or otherwise produce Haag's proprietary materials in litigation.

The videos remain the intellectual property of Haag and any production or dissemination beyond the scope of the license would violate Haag's proprietary rights.

Therefore, Haag maintains that State Farm's license does not authorize the production of the "Hail and Wind Damage Assessment" seminar videos and/or transcripts in this or any litigation.

Ryan Holdhusen
Vice President of Haag Education Co.

JURAT

My name is Ryan Holdhusen. I am Vice President of Haag Education Co. I declare under penalty of perjury that every statement in the foregoing Declaration is within my personal knowledge and is true and correct.

Executed in Denton County, State of Texas on the 17th day of December, 2024.

____

Ryan Holdhusen