



they are not relevant to the issues in *Plaintiffs'* claims or *this* lawsuit.

Despite the lack of relevance and proportionality, upon entry of an approved protective order, State Farm will produce OG 75-160, which describes the small subset of wind/hail claims under specific low intensity weather conditions in which managerial review of total roof recommendations is required. Any additional production of information in response to the Managerial Approval Requests is neither relevant nor proportional.

G. State Farm's Enterprise Rules (RFP 25)

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

Personal and program rules are specific features available in XactAnalysis. Managerial level employees can create "personal rules" that "set up notifications to inform [users] when events occur within a specified dataset and category."¹⁴ Personal rules that were created but not "triggered" for Plaintiffs' claims are not relevant because the triggering event(s) *did not occur*.

¹⁴ XactAnalysis, Personal Rules Notifications, <https://xactanalysis.helpdocs.io/l/enGB/article/r466mg37b2-personal-rule-notifications-en-gb>.

Further, State Farm does not track personal rules that were created but not triggered, so producing a witness to testify regarding this topic would not only be unduly burdensome and disproportionate to the needs of the case, but also fruitless.¹⁵ In contrast, program rules are notifications related to claim assignments and service providers, which allow administrators “to set up notifications to inform [them] of issues with service providers and internal programs.”¹⁶ Based on its diligent investigation to date, State Farm does not and has not used program rules and, thus, does not have any information or documents responsive to RFP No. 25 on program rules. In any event, State Farm has no capability to provide a report of all options for program rules in XactAnalysis.

Moreover, *even if* State Farm could create a document listing all personal or program rules—which it cannot—compelling it to do so is contrary to not only Oklahoma case law, but also a bedrock principle of discovery that parties have no obligation to create documents that do not exist in the normal course of business. As numerous courts in this state have explained, “[i]f a responsive document truly does not exist, [a party] has no obligation to create one.” *Hahn v. Ohio Sec. Ins. Co.*, No. 22-CV-00369-GKF-SH, 2023 WL 4824919, at *4 (N.D. Okla. July 27, 2023); *see also Terry v. Health Care Serv. Corp.*, No. CIV-18-0415-C, 2019 WL 1781420, at *4 (W.D. Okla. Apr. 23, 2019) (“Indeed, the Court cannot compel Plaintiffs to produce information that does not exist or that is not in Plaintiffs’ possession, custody, or control.”).¹⁷

H. Quality Plans (RFPs 26, 32, and 41)

Plaintiffs’ RFPs Nos. 26, 32, and 41 (the “Quality Plans Requests”) seek 6 years’ worth of

¹⁵ State Farm cannot produce a report of all personal rules that State Farm users have historically created, whether those Rules were triggered or untriggered. The rules themselves are specific combinations of selections from drop-down menus, and users do not receive notifications when they simply create a rule.

¹⁶ XactAnalysis, Program Rules Notifications, <https://xactanalysis.helpdocs.io/enUS/article/tp5bm5g4m1-program-rule-notifications>.

¹⁷ *Bridgeway Church, Inc. v. Church Mut. Ins. Co.*, No. CIV-14-234-D, 2015 WL 789140, at *2 (W.D. Okla. Feb. 24, 2015) (“The Court cannot compel production of a report that does not exist.”); *Hugler v. Maranto*, No. CIV-15-1378-D, 2017 WL 1380615, at *3 (W.D. Okla. Apr. 17, 2017) (same).

documents completely unrelated to the Quality Plan in effect at the time Plaintiffs' claims were determined. State Farm is willing to produce a State Farm's Fire Property Quality Plan that was in effect on the dates of losses, upon entry of an approved protective order; but, simply put, any State Farm plan that was either obsolete before Plaintiffs' claims were processed, or implemented after the claims were resolved, is irrelevant to how State Farm handled Plaintiffs' claims. As such, the Quality Plan Requests are overbroad, irrelevant, and disproportionate to the needs of this case in contravention of 12 O.S. § 3226(B)(1)(a), and do not warrant a compelling order.

I. Indemnity Requests (Rogs 11, 12, 14, 20, 21, 24-27; RFPs 7, 13, 16-20, 28)

The requests encompass a range of broad and vaguely defined subjects related to alleged efforts by State Farm to implement a "scheme" aimed at reducing indemnity payments on wind/hail claims. Mot. at 15. Plaintiffs seek information concerning "Cost/Benefit Analyses," data tracking, and other analyses that State Farm purportedly conducted, either in Oklahoma or nationwide, from 2010 or 2019 to the present, regarding (a) adjustment or handling of wind-and/or hailstorm claims (b) use of engineering services, including Haag, in wind-and/or hailstorm claims; and (c) targeting full roof replacements related to wind-and/or hailstorm claims. Plaintiffs also seek information regarding State Farm's purported tracking of full roof replacement percentages, total to partial roof replacement ratios, and other ill-defined metrics such as "Total Roof Payment volumes" on all wind/hail claims in Oklahoma since 2019 (the "Indemnity Requests").

In support, Plaintiffs misleadingly reference a 13-year-old document they allege shows that State Farm is engaged in a scheme to improperly lower indemnity payments by knowingly paying less than is owed on claims. But Plaintiffs' counsel is aware from prior litigation that this document has nothing to do with claims handling or indemnity payments. As State Farm has repeatedly explained (and as the produced metadata confirms), Analyst Gina Prine authored this memo in March 2012 while in Claim Automation & Procedures, addressing possible acquisition and

adjustment expense savings tied to purchasing Xactware's Service Pack 27.5 (for collecting roof dimensions), a product State Farm ultimately did not adopt. (Ex. 2, Oct. 5, 2023, L. Leffel Ltr. at 2). Plaintiffs' counsel is also aware of deposition testimony where State Farm Team Manager Jacqueline Draper, after familiarizing herself with the document, explained that the document discusses "adjustment expenses. These are not true indemnity," and that "indemnity, in the true nature, is policyholder payments ... none of them reference anything to do with the policyholder payment." (Ex. 3, Tr. of Deposition of J. Draper, *Hosier v. State Farm*, at 395:6-22). Yet Plaintiffs continually attempt to mislead courts, including this Court, by knowingly mischaracterizing this document as evidence of a scheme to improperly lower indemnity payments.

Setting aside that State Farm *never* attempts to improperly withhold payments owed to insureds and *never* incentivizes employees to do so, and that there is nothing wrong with improving quality to avoid overpayments, Plaintiffs' speculative, cookie-cutter allegations regarding a purported "scheme" do not justify discovery into company policies or "tracking" of total roof replacements nationwide for a period of 6 to 15 years. *Willis*, 2021 WL 8446071, at *2; *Ross*, 2015 WL 13622518, at *1. Indeed, "[m]ere speculation that information might be useful will not suffice; litigants seeking to compel discovery must describe with a reasonable degree of specificity, the information they hope to obtain and its importance to their case." *Schultz v. Sentinel Ins. Co., Ltd.* No. 4:15-CV-04160-LLP, 2016 WL 3149686, at *3 (D.S.D. June 3, 2016), citing *Cervantes v. Time, Inc.*, 464 F.2d 986, 994 (8th Cir. 1972).

Here, Plaintiffs have not explained *how* the Indemnity Requests relate to State Farm's conduct on *their* claims, and nothing in the facts they plead demonstrates any such connection. This is fatal to their requests. Nor have Plaintiffs explained how their broad requests for metrics regarding total or partial roof replacements and nationwide "tracking" of total roof payment

volumes and ratios, would shed light on Defendants' purported wrongdoings in this case, or the alleged "scheme" that purportedly led to the claim decision they challenge. Finally, any analyses relating to State Farm's use of engineering services cannot be relevant because, as explained above, State Farm did not use any engineering services to assess Plaintiffs' claims.

J. Other Claims Requests (Rogs 3, 22, and 23)

Information related to other claims has no connection to the alleged harm Plaintiffs suffered. Yet, Plaintiffs insist that State Farm identify, for the past 6 years across the state of Oklahoma: (a) every wind and hail claim, and all corresponding civil cases, in which a total roof replacement was denied but later approved after the filing of a lawsuit; and (b) the number of homeowners' wind/hail claims in which State Farm determined that damage occurred to the roof's soft metals, yet the cost to repair the damages did not exceed the deductible or found that there was not enough damage to justify a total roof replacement (the "Other Claims Requests").

This case involves only Plaintiffs' claims with State Farm. Plaintiffs have not explained (nor can they explain) how other claims involving different policies, coverages, terms, endorsements, and individuals, as well as different properties, are relevant to the issues in this case. *See City Nat. Bank*, 1990 OK CIV APP 89, ¶ 18, 804 P.2d 463. While Plaintiffs argue the requested discovery relates to the "scheme" they alleged in the Petition, such far-reaching allegations—which they have copied in identical fashion in every case—do not justify broad discovery here absent a logical, coherent showing that a purported scheme had an impact on Plaintiffs' claims. Plaintiffs have not made such a showing. *See Schultz*, 2016 WL 3149686, at *3, citing *Cervantes*, 464 F.2d at 994. (8th Cir. 1972). *Even if* information regarding other insureds' claims has any relevance to this case, the specific categories of claims in the Other Claims Requests do not match the alleged facts of this specific case where a total roof replacement was not warranted.

K. Productions in Other Lawsuits (RFP 44)

In perhaps the most far-reaching and egregious attempt to end-run around the Oklahoma Discovery Code, Plaintiffs demand that State Farm produce every document it previously produced—or a court ordered it produce—in **six separate unrelated lawsuits** their counsel previously initiated against State Farm. (RFP No. 44). Plaintiffs argue in a conclusory fashion that the arguments raised and findings made in those unrelated cases warrant compelling the same discovery here, Mot. at 17-19, but RFP No. 44 is nothing more than an improper request for “cloned discovery,” which courts disfavor. “[A]sking for all documents produced in another matter is not generally proper.” *TravelPass Grp., LLC v. Caesars Ent. Corp.*, No. 18-CV-153, 2020 WL 698538, at *6 (E.D. Tex. Jan. 16, 2020) (Holding that a request for “wholesale duplicates of discovery produced in other litigation” merely due to “overlap between the issues” is improper, as it fails to satisfy the relevance requirement.); *citing Goro v. Flowers Foods, Inc.*, No. 17-CV-02580-JLS-JLB, 2019 WL 6252499, at *18 (S.D. Cal. Nov. 22, 2019). Plaintiffs must make direct requests that specifically identify the categories of documents sought, and any similarities with other cases are not enough to require a *carte blanche* production of all documents from the other cases. *King County v. Merrill Lynch & Co., Inc.*, No. C10-1156-RSM, 2011 WL 3438491, at *3 (W.D. Wash. Aug. 5, 2011) (“‘Cloned discovery,’ requesting all documents produced or received during other litigation or investigations, is irrelevant and immaterial unless the fact that particular documents were produced or received by a party is relevant to the subject matter of the subject case.” (quoting *Midwest Gas Servs., Inc. v. Indiana Gas Co.*, No. IP99-0690-C-Y/G, 2000 WL 760700, at *1 (S.D. Ind. Mar. 7, 2000))). As explained in *TravelPass Grp., LLC*, and *Goro*:

If relevant and proportional documents exist in the custody or control of the responding party, the appropriate thing to do is to request those documents. The fact that the documents were or were not produced in other litigation is irrelevant. Moreover, compelling a responding party to do duplicate searches—one for responsive

documents in their custody and control and one for all documents in their custody and control that were previously produced in other litigation—is definitionally unduly burdensome, as it would consume resources without providing any additional benefit to the propounding party. *Id.*

Aside from its overbreadth, irrelevance, and disproportionality, RFP No. 44 also improperly seeks documents related to the claims of other insureds—claims that arise from distinct facts, circumstances, and policies, and pertain to individuals who have not put their claims, or any personal, sensitive information about their homes and policies, at issue in this litigation. Moreover, RFP No. 44 represents a disguised attempt to bypass protective orders that safeguard the disclosure of confidential information in other cases and ignores the relevance requirements applicable to each separate lawsuit. Plaintiffs’ Motion to Compel regarding RFP No. 44 should be denied.

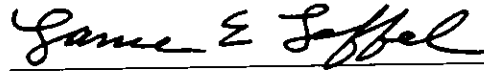
L. State Farm’s Objections Are Proper

In their final argument—which causes Plaintiffs’ Motion to Compel to exceed the court’s page limitations by three pages—Plaintiffs contend that State Farm’s objections are improper, confusing, and repetitive “boilerplate” objections that allegedly lack merit. Mot. at 19–23. But repetitive objections are not prohibited, particularly in this case, where most of the Plaintiffs’ requests are clearly objectionable, and often for the same reasons. Moreover, Plaintiffs’ characterization of State Farm’s objections as a purported attempt to obstruct discovery is unfounded and ignores both the legitimate concerns underlying those objections and the governing principles of the Oklahoma Discovery Code. As explained in this Response, State Farm’s objections are properly asserted to preserve its rights and ensure that discovery remains within the bounds of relevance, proportionality, and clarity required by law.

III. CONCLUSION

WHEREFORE, State Farm respectfully requests that this Court deny Plaintiffs’ Motion to Compel in its entirety.

Respectfully submitted,



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CERTIFICATE OF MAILING

I do hereby certify that on October 23, 2025, a true, correct and exact copy of the above and foregoing document was served by placing same in the United States mail, with proper postage thereon duly prepaid, to those parties as listed below:

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EXHIBIT 1

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

BILLY & LACY HURSH,

Plaintiffs,

v.

STATE FARM FIRE AND CASUALTY
COMPANY, MARK D. WELTY, and MARK D.
WELTY INSURANCE AGENCY, INC.,

Defendants.

Case No. CJ-2025-2626

**DEFENDANT STATE FARM'S RESPONSES TO
PLAINTIFFS' FIRST SET OF DISCOVERY REQUESTS**

Defendant State Farm Fire & Casualty Company ("State Farm" or "Defendant") submits the following answers and responses to Plaintiffs' First Set of Discovery Requests.

PRELIMINARY STATEMENT AND GENERAL OBJECTIONS

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

OBJECTIONS TO PLAINTIFFS' DEFINITIONS

Objection to Plaintiffs' Definition—"Address/Telephone Number." State Farm objects to Plaintiffs' request for "both the current business and residential address and telephone number" of natural persons on the grounds that such information constitutes personally identifiable

information sought in violation of those individuals' right to privacy. The business addresses and business telephone numbers of natural persons is sufficient to identify and contact potential witnesses.

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

Objection to Plaintiffs' Definition—"Claim File." State Farm restates and incorporates its objection to Plaintiffs' definitions of "claim," "document(s)," and "communication(s)" and applies each to Plaintiffs' definition of "claim file." State Farm also objects to Plaintiffs' definition of "claim file" to the extent it purports to impose obligations that exceed those set forth in the Oklahoma Discovery Code and seeks discovery regarding any "claim for indemnity under a policy of insurance coverage [State Farm has] issued." In addition, State Farm objects to this definition to the extent it seeks information that is not relevant to the claims and defenses in this case or that is not reasonably available or would be unduly burdensome to provide. State Farm further states that it does not maintain a physical file folder with respect to most claims. Information regarding Plaintiffs' Claim is created, stored, managed, and accessed primarily in and through the Enterprise Claims System ("ECS"), a proprietary web-based system used by State Farm claims associates. "Claim File" has a distinct meaning to State Farm based upon the portion of its Claim Procedures Guide that provides instructions on what to retrieve from ECS to generate a Claim File for

production outside the ECS environment. State Farm maintains the information for each claim as required by 36 Okla. Stat. § 1250.4 ("Such files shall contain all notes and work papers pertaining to a claim in such detail that pertinent events and the dates of such events can be reconstructed.").

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

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

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

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

Objection and Response to Plaintiffs' Definition—"Document(s)." State Farm restates and incorporates its objection to Plaintiffs' definition of "communication(s)" and applies it to Plaintiffs' definition of "document(s)." Additionally, State Farm objects to Plaintiffs' definition of

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

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

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

Finally, State Farm objects to Plaintiffs' definition of "document(s)" to the extent it would require the production or disclosure of information protected from discovery by the attorney-client privilege, work-product doctrine, or other privileges recognized by law. Notwithstanding these

objections, to the extent any responsive documents or ESI are produced, State Farm will produce reasonably accessible, relevant, non-privileged information in reasonably usable formats as set forth in State Farm's objections to the ESI Protocol.

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

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

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

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

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

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

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

State Farm also objects to Plaintiffs' definition insofar as it seeks the "present location or custodian" of all discoverable "writings" on the grounds that the definition is overly broad and

unduly burdensome and such information is not relevant to the resolution of the claims and defenses in this case. There are multiple ways that ESI may be held, stored, or used together by one or multiple custodians, such as on a shared or personal hard drive, in a container file, or in a database, and State Farm cannot reasonably catalogue and describe the information regarding any myriad of ways ESI may be held, stored, or used together without undue burden.

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

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

Objection to Plaintiffs' Definition—"Identify" or "Identification" in reference to an "Oral Conversation." State Farm objects to Plaintiffs' definition of "identify" or "identification"

to the extent it seeks information about "oral communication[s]" that is overly broad and not relevant to the claims and defenses of any party. State Farm further objects to the definition on the grounds that it would be unduly burdensome to provide such detailed information for all discoverable "oral communication[s]."

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

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

Objection to Plaintiffs' Definition—"You." State Farm objects to Plaintiffs' definition of "You" to the extent it purports to impose obligations that exceed those set forth in the Oklahoma Discovery Code. State Farm further objects to this definition as overly broad to the extent it purports to include individuals "purporting to act on behalf" of various entities, individuals acting

on behalf of "any merged or acquired predecessors, successors, and/or divested facilities, division, or subsidiaries of State Farm," and individuals "serving or having served on any governing board of any State Farm."

OBJECTIONS TO PLAINTIFFS' INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

OBJECTIONS TO PLAINTIFFS' ESI PROTOCOL

Objection to Plaintiffs' "ESI Protocol." State Farm objects to Plaintiffs' attempt to unilaterally impose an "ESI Protocol" in their Instructions and Exhibit 1 to govern the scope of discovery. The Oklahoma Discovery Code addresses the form of production of ESI and does not require parties to produce ESI in any particular way or allow requesting parties to unilaterally dictate a form of production. Instead, it allows the requesting party to specify a form of production

and, in response, the producing party can object and state the form of production it intends to make. 12 O.S. § 3234(B)(1)(c)-(d). In fact, Oklahoma law only requires that the format be “reasonably usable” and further provides that “a party need not produce the same electronically stored information in more than one form.” 12 O.S. § 3234(A)(1)(a) and § 3234(B)(2)(e).

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

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

.OPT format (i.e., industry standard "Concordance" formatted load files). The exceptions to this approach are:

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

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

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

Objection to Plaintiffs' ESI Production No. 1. State Farm objects to Plaintiffs' ESI Production No. 1 on the grounds that the Oklahoma Discovery Code address the form of production of ESI and do not require parties to produce ESI in any particular way or allow

requesting parties to unilaterally dictate of form of production. State Farm will produce ESI in a reasonably usable format as set forth above, which is all the Oklahoma Discovery Code require.

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

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

OBJECTIONS TO PLAINTIFFS' PROTECTIVE ORDER STATEMENT

State Farm objects to Plaintiffs' unilateral and self-serving statements and conclusions concerning its hugely overly broad discovery requests seeking State Farm's confidential and proprietary institutional documents that have no relevance to the Plaintiffs' claim and are vastly disproportionate even if they were relevant. State Farm objects further because, contrary to Plaintiffs' contention, Oklahoma law expressly grants courts permission to enter protective orders protecting the use of confidential information produced during discovery. 12 Okla. Stat. § 3226(C)(g); *YWCA of Oklahoma City v. Melson*, 1997 OK 81, ¶ 18, 944 P.2d 304 (1997) (holding that the need for pretrial disclosure should "be harmonized" with a party's right of privacy," and preventing public disclosure of sensitive information "is sufficient justification for the authorization of protective orders."); *State ex rel. Oklahoma State Bd. of Med. Licensure & Supervision v. Rivero*, 2021 OK 31, ¶¶ 79, 489 P.3d 36, 64 (explaining that courts' authority under Section 3226(c) to enter protective orders has "conceptual origins in [its] counterparts found in"

Rule 26 of the Federal Rules.”). State Farm will thus not produce documents it deems to be Confidential until the entry of a mutually acceptable protective order unless otherwise ordered by the Court. Notwithstanding its objections, State Farm will meet and confer and negotiate in good faith on a mutual protective order with Plaintiffs’ counsel. A proposed Protective Order governing the exchange and disclosure of Confidential information in this matter is attached as Exhibit A.

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

INTERROGATORIES

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

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

Subject to these objections and State Farm’s Universal Objections, State Farm states that information reflecting the personnel involved in adjusting the subject claims is available in the Claim File for the claim sued upon from which Plaintiffs may obtain the requested information without any greater burden than that imposed upon State Farm in identifying each person individually. Therefore,

State Farm will produce the Claim File in conjunction with these Responses, subject to all privilege and work production objections.

Additionally, State Farm would provide as follows:

- CS JR Phillips
- TM Mark Wood
- ECR Conrad Feller

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

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

Subject to these objections and State Farm's Universal Objections, State Farm states Plaintiffs failed to comply with the "Suits Against Us Provision" of their Policy as it relates to Claim No. 36-64D8-27T. State Farm reserves the right to supplement, amend, or revise its answer to this

Interrogatory as discovery is ongoing.

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

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

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

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

ANSWER TO INTERROGATORY NO. 4: State Farm objects to the Interrogatory because the condition, State Farm's knowledge of the condition, and inspections of Plaintiffs'

house, in addition to any other information encompassed in the discovery request, presume obligations that do not exist and encompass information that is not relevant or proportional to the needs of the case. The scope and particularities of what is requested are also vague, ambiguous, overly broad, and unduly burdensome as written. State Farm objects to producing underwriting information on the ground that it is neither relevant nor proportional, as there is no dispute that the applicable policy was in effect on the dates of loss.

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

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

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

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

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

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

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

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

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

ANSWER TO INTERROGATORY NO. 7: State Farm objects to the Interrogatory because it is overly broad and seeks information that is not relevant to any party's claims or defenses or proportional to the needs of this action. In particular, the requested information is not probative of the reasonableness of State Farm claim handling and determination under the facts of this case

nor are they probative of whether Plaintiffs' roof or other property was in fact damaged by wind and/or hail, and to what degree.

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

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

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

Subject to these objections and State Farm's Universal Objections, any assessment by State Farm of the conditions of the roof as part of its claims inspection is included in the claim files to be produced.

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

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

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

ANSWER TO INTERROGATORY NO. 10: State Farm objects to this Interrogatory as it seeks information that has no relevance to the facts or handling of the claim underlying this lawsuit or to a valid claim in the Petition. There is no question that the policy was issued and that it applies to wind and hail claims. State Farm also objects to the Interrogatory because it is vague and ambiguous as to what is meant by "all training . . . regarding the marketing, sale, procurement, and

or binding of homeowners insurance coverage.” State Farm further objects to this Interrogatory as overly broad, unduly burdensome, and as seeking information that is confidential, proprietary, and/or trade secret information of State Farm.

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

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

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

ANSWER TO INTERROGATORY NO. 12: State Farm objects to the Interrogatory on

the grounds that it improperly assumes facts and is vague and ambiguous, specifically with respect to the terms "Analyses," "Analysis" and "commissioned." State Farm also objects to the Interrogatory on the grounds that it seeks information that is neither relevant to the resolution of the claims and defenses in this case nor proportional to the needs of the case. Specifically, the Interrogatory is overly broad in scope (not limited to information applicable to the specific insurance claim and/or coverages at issue in this litigation; not limited to information pertinent to the claims personnel who adjusted the subject claim) and time (not limited to a reasonable period of time). Moreover, State Farm objects to this Interrogatory to the extent it seeks confidential, proprietary business information and/or trade secret information, and to the extent it seeks information potentially protected by the attorney-client privilege, work product doctrine, and/or other legal privileges. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable. State Farm stands on its objections.

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

ANSWER TO INTERROGATORY NO. 13: State Farm objects to the Interrogatory because it impermissibly assumes facts and is vague with respect to the terms "Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiative with a similar title" and "created and/or implemented" and "any Analyses." State Farm also objects to this Interrogatory on the grounds that it is overly broad and unduly burdensome and seeks information that is neither relevant to the resolution of the claims and defenses in this case nor proportional to the needs of

the case. Specifically, the Interrogatory is overly broad and irrelevant to the extent it seeks documents and communications without any time or geographic restrictions, regarding the claims of other insureds, arising under different facts, circumstances, policies, and dates, relating to insureds who have not placed their claims or the personal sensitive information pertaining to their homes and homeowners' claims at issue in this litigation; and involving information about individuals other than the claims personnel who adjusted the subject claim. The investigation and evaluation of other claims will neither prove nor disprove any allegations in this action, as each claim is handled on its own individual facts.

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

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

ANSWER TO INTERROGATORY NO. 14: State Farm objects to the Interrogatory on the grounds that it improperly assumes facts and seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case. 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 Interrogatory because it is vague and ambiguous with respect to the use of the terms

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

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

- a. the jury's verdict in *Watkins v State Farm*;
- b. the jury's verdict in *Nicolau vs State Farm*; and/or
- c. the Mississippi Attorney General's Investigation and/or U.S Attorney's investigation into Your handling of claims arising from hurricanes Katrina and/or Rita.

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

State Farm also objects to this Interrogatory as vague and ambiguous, especially as to the terms/phrases "any investigation, audit, and/or review You conducted or commissioned," and to the

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

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

- a. HAAG'S objectivity and/or bias
- b. Your relationship with HAAG
- c. Your continued use of HAAG
- d. Your moratorium on Your use of HAAG

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

State Farm also objects to this Request as vague and ambiguous, especially as to the terms/phrases "any investigation, audit, and/or review You conducted or commissioned into... objectivity ... relationship . . . continued use . . . [and] moratorium," and to the extent it seeks confidential, proprietary business information and/or trade secrets, or information containing attorney work product and/or that is protected by the attorney client or other legal privileges.

Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable. State Farm stands on its objections.

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

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

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

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

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

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

Subject to these objections and State Farm's Universal Objections, and upon entry of an approved protective order, State Farm will produce the relevant provisions of the claim handling procedures that may have been used to adjust claims alleged to have arisen from the weather event that occurred on the dates of loss. This includes the Estimatics and Claim Handling Procedures

("ECHP")—a compilation of claim handling procedures that State Farm prepares in connection with weather events.

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

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

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 dates of loss, pertain only to other losses, and/or pertain only to other areas of the country, are not relevant to the matters at issue in this case. State Farm additionally objects to this Request to the extent it seeks information and/or documents authored and/or copyrighted by entities that are not parties to this litigation, which State Farm is not at liberty to produce. Finally, State Farm objects to this Interrogatory to the extent it seeks confidential, proprietary business information and/or trade secrets. Plaintiffs

have not established that such information is probative of any issue in the case, or therefore, discoverable.

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

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

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

client or other legal privileges. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable. State Farm stands on its objections.

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

ANSWER TO INTERROGATORY NO. 21: State Farm objects to the Interrogatory on the grounds that it is vague with respect to the use of the terms "commissioned" and "Analyses." State Farm further objects because this Request seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case. Specifically, the Interrogatory is overly broad in scope (seeking "all" with respect to broadly defined categories of documents; not limited to information applicable to the specific insurance policy claim and/or coverages at issue in this litigation; not limited to information pertinent to the claims personnel who adjusted the subject claim) and time (not limited to a reasonable period of time). Moreover, State Farm objects to this Interrogatory to the extent it seeks confidential, proprietary business information and/or trade secrets, or information containing attorney work product and/or that is protected by the attorney client or other legal privileges. State Farm further objects to the extent this Interrogatory because it improperly assumes facts. Only certain claims, including those for small hail or light wind damage (i.e., hail that is less than 1" in diameter or sustained wind speed less than 50 mph), were subject to managerial approval for total roof replacements. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable.

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

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

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

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

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

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

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

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

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

ANSWER TO INTERROGATORY NO. 25: State Farm objects to the Interrogatory on the grounds that it seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case, 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 claims 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. Specifically, the Interrogatory is overly broad in scope (not limited to information applicable to the specific insurance policy claim and/or coverages at issue in this litigation; not limited to information pertinent to the claims personnel who adjusted the subject claim) and time (not limited to a reasonable period of time). State Farm further objects to this Interrogatory because it is vague and ambiguous with respect to the use of the terms "Wind and Hail Full Roof Replacement Percentage." Moreover, State Farm objects to this Interrogatory to the extent it seeks confidential, proprietary business information and/or trade secrets, and because Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable

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

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

State Farm further objects because this Interrogatory is unduly burdensome and overly broad in scope (not limited to information applicable to the specific insurance policy claim and/or coverages at issue in this litigation; not limited to information pertinent to the claims personnel who adjusted the subject claim) and time (not limited to a reasonable period of time)." Moreover, State Farm objects to this Interrogatory to the extent it seeks confidential, proprietary business

information and/or trade secrets, and because Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable

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

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

State Farm further objects to this Interrogatory because it is unduly burdensome and overly broad in scope (not limited to information applicable to the specific insurance policy claim and/or coverages at issue in this litigation; not limited to information pertinent to the claims personnel who adjusted the subject claim) and time (not limited to a reasonable period of time). State Farm

further objects to this Interrogatory because it is vague and ambiguous with respect to the use of the terms "Total Roof Payment volumes on Wind/Hail claims." Moreover, State Farm objects to the extent this Interrogatory seeks confidential, proprietary business information and/or trade secrets, and because Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable

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

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

evaluation of other claims will neither prove nor disprove any allegations in this action, as each claim is handled on its own individual facts.

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

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

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

subject claim. The investigation and evaluation of other claims will neither prove nor disprove any allegations in this action, as each claim is handled on its own individual facts.

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

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

ANSWER TO INTERROGATORY NO. 30: State Farm objects to the Interrogatory as 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)." 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.

Subject to and without waiving these objections and State Farm's Universal Objections, State Farm refers Plaintiffs to State Farm's filed Answer to Plaintiffs' Petition, all depositions that will be taken in this case, any and all discovery responses served by any party (including State Farm's discovery responses and supplemental responses), and any and all documents that will be produced by any party (including but not limited to the Claim File for the claim at issue in this

litigation, as well as any application and underwriting correspondence pertaining to the property at issue in this case).

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.

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 claims 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 claims at issue in this litigation in reasonably usable format as it does 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 dates of loss.

The Request also seeks documents which may be in the possession of persons other than State Farm, including, in some instances, Plaintiff. 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.

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. State Farm further objects to the extent this Request is not limited to Plaintiffs’ insurance claims 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 in with the Claim in any way” is vague, ambiguous, and overly broad. 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 dates 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 dates 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.

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." 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. 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.

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. 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 dates 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 dates 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." 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' claims.

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." 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' claims.

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." 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' claims.

State Farm also objects to this Request because it impermissibly assumes facts and is vague and ambiguous with respect to the terms "use of." 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." 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' claims. 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." 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' claims. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable. State Farm stands on its objections.

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

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

REQUEST FOR PRODUCTION NO. 14: Produce all documents related to the Fire Model Enhancement on Wind/Hail from January 1, 2019 until the present, including any

and all presentations, memos, documents, or plans of the FME Wind/Hail, whether in draft for final format.

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

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." 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 of the terms "Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiative."

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 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 "Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiative."

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 terms/phrases "Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiative." 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 terms/phrases "initiatives, including any presentations, metrics, claim handling tactics or rules, tracking of results;" "Hail Focus Initiative and/or Hail

Initiative and/or any hail quality focus initiative;" and "any such initiative or program." 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." 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 is only applicable to certain claims, including those with light wind (less than 50 mph) or small hail (less than 1 inch). 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)."

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.

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 dates of loss, upon entry of an approved protective order.

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

RESPONSE TO REQUEST NO. 27: State Farm objects to Request for Production No. 27 because it improperly assumes facts and is vague and ambiguous, especially as to the terms/phrases "Wind/Hail claims Focus Models" and related documents." 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." 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). Further, State Farm objects to this Request because it assumes facts and is vague and ambiguous.

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.” 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). 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."

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 dates of loss, pertain only to other losses, and/or pertain only to other areas of the country, are not relevant to the matters at issue in this case. State Farm additionally objects to this Request to the extent it seeks information and/or documents authored and/or copyrighted by entities that are not parties to this litigation, which State Farm is not at liberty to produce. Finally, State Farm objects to this Interrogatory to the extent it seeks confidential, proprietary business information and/or trade secrets. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable.

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 (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 (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* Exhibit B, Decl. of R. Holdhusen. As such, Plaintiffs’ request should be directed to Haag.

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.

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' claims. 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 "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.

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' claims. 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 "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.

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.

RESPONSE TO REQUEST NO. 38: State Farm objects to Request for Production No. 38 because it is overly broad and seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case. As an initial matter, Susan Maynard was not involved in the handling or adjustment of Plaintiffs' claims. Specifically, 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 "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. 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). 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.

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 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)." 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.

State Farm agrees to produce State Farm's Fire Property Claims Quality Plan that was in effect on the dates 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.

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' claims. 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." 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.

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 the Universal Objections, State Farm admits that it handles claims in accordance with the Unfair Claims Settlement Practice 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 Plaintiff's 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 the 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 Plaintiff all benefits owed under Plaintiff's 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 the Universal Objections, State Farm admits that it must pay the 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 Plaintiff must contain contemporaneous and detailed documentation of each action taken and all work performed on Plaintiff's 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 the 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 Plaintiff's Policy afforded coverage to Plaintiff 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 the 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 an October 4, 2023 or May 21, 2024 date of loss (or otherwise based on the information known to State Farm). State Farm admits that the Policy was in force on the dates of loss.

REQUEST FOR ADMISSION NO. 8: Admit that Plaintiff has 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 dates 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 Plaintiff's 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 Plaintiff's Dwelling in the calculation of Plaintiff's 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 Plaintiff's Policy.

RESPONSE TO REQUEST NO. 11: State Farm objects to this Request because it is confusing, vague and ambiguous, and therefore cannot be answered with an admission or denial without qualification. State Farm also objects that this Request improperly assumes that a policy form must define hail damage. Subject to these objections and the General 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 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 Plaintiff's Policy.

RESPONSE TO REQUEST NO. 12: State Farm objects to this Request because it is

confusing, vague and ambiguous, and therefore cannot be answered with an admission or denial without qualification. State Farm also objects that this Request improperly assumes that a policy form must define functional damage. Subject to these objections and the General 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 Plaintiff 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 an improper question of law. State Farm objects to the Request as vague and ambiguous as worded and does not define "must" or "support." The Request is an overly broad, incomplete hypothetical, and based on the information provided, State Farm cannot truthfully admit or deny this Request without qualification. However, State Farm admits that it has a common law duty of good faith and fair dealing, as defined by Oklahoma law, to insureds during the claim handling process. State Farm denies any inference or conclusion that the subject claim was not handled appropriately. Subject to these objections and State Farm's Universal Objections, denied.

REQUEST FOR ADMISSION NO. 14: Admit You do not define hail damage in Plaintiff's 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 it is confusing, vague and ambiguous, and therefore cannot be answered with an admission or denial without qualification. State Farm also objects that this Request improperly

assumes that a policy form must define hail damage. Subject to these objections and the General 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 Plaintiff's Policy.

RESPONSE TO REQUEST NO. 15: State Farm objects to this Request because it is confusing, vague and ambiguous, and therefore cannot be answered with an admission or denial without qualification. State Farm also objects that this Request improperly assumes that a policy form must define accidental direct physical loss. Subject to these objections and the General 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 this Request because it is confusing, vague and ambiguous as to what is meant by "not to be considered," and therefore cannot be answered with an admission or denial without qualification. State Farm also objects that this Request seeks information that is not relevant to any party's claim or defense or proportional to the needs of the case. State Farm further states that, subject to the entry of an approved protective order, it 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

dates of loss, which provide additional guidance related to this Request. 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, ambiguous, and overly broad as worded and does not define "construction defects." Thus, as worded, State Farm cannot truthfully admit or deny this Request without qualification. 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 improperly assumes facts and is vague and ambiguous and therefore cannot be answered with an admission or denial without qualification. State Farm further objects to this Request because it seeks information that is not relevant or proportional to the needs of the case. State Farm also objects to this Request as vague and ambiguous as to what is meant by "Hail Focus Initiative," "Hail Initiative," "other initiatives or programs to apply," and "to seek a reduction." The Request is an overly broad, incomplete hypothetical irrelevant to the Plaintiffs' claims 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. 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 improperly assumes facts and is vague and ambiguous and therefore cannot be answered with an admission or denial without qualification. State Farm further objects to this Request because it seeks information that is not relevant the claims or defenses or proportional to the needs of the case. State Farm also objects to this Request as vague and ambiguous as to what is meant by "Hail Focus Initiative," "Hail Initiative," and "other initiatives or programs." The Request is an overly broad, incomplete hypothetical irrelevant to the Plaintiffs' claims 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. 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 improperly assumes facts and is vague and ambiguous and therefore cannot be answered with an admission or denial without qualification. 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. State Farm also objects to this Request as vague and ambiguous as to what is meant by "Hail Focus Initiative," "Hail Initiative," "other similarly named initiatives or programs," and "targeted Oklahoma certain States to implement." The Request is an overly broad, incomplete hypothetical irrelevant to the Plaintiffs' claims 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. 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 it improperly assumes facts and is vague and ambiguous and therefore cannot be answered with an admission or denial without qualification. 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. State Farm also objects to this Request as vague and ambiguous as to what is meant by "Hail Focus Initiative," "Hail Initiative," "other similarly named initiatives or programs," and "started implementation." The Request is an overly broad, incomplete hypothetical irrelevant to the Plaintiffs' claims and/or policy, which is an improper request for admission.

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 improperly assumes facts and is vague and ambiguous and therefore cannot be answered with an

admission or denial without qualification. 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. State Farm also objects to this Request as vague and ambiguous as to what is meant by "Hail Focus Initiative," "Hail Initiative," "other similarly named initiatives or programs," "targeted Oklahoma as a state to implement," and "after implementation in Texas." The Request is an overly broad, incomplete hypothetical irrelevant to the Plaintiffs' claims 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. 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 improperly assumes facts and is vague and ambiguous and therefore cannot be answered with an admission or denial without qualification. State Farm further objects to this request because it seeks information that is not relevant, reasonably calculated to lead to the discovery of admissible evidence, or proportional to the needs of the case. State Farm also objects to this Request as vague and ambiguous as to what is meant by "percentages of total or full roof replacements" and "individual adjusters and managers." The Request is an overly broad, incomplete hypothetical irrelevant to the Plaintiff's claims and/or policy, which is an improper request for admission. Subject to these objections and the General 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 improperly assumes facts and is vague and ambiguous and therefore cannot be answered with an admission or denial without qualification. State Farm further objects to this request because it seeks information that is not relevant, reasonably calculated to lead to the discovery of admissible evidence, or proportional to the needs of the case. State Farm also objects to this Request as vague and ambiguous as to what is meant by "percentages of total or full roof replacements," "individual adjusters and managers," "recommendations, approvals, or similar type of review, tracking, or analysis" and "related to total or full roof replacements." The Request is an overly broad, incomplete hypothetical irrelevant to the Plaintiff's claims and/or policy, which is an improper request for admission. Subject to these objections and the General 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 improperly assumes facts and is vague and ambiguous and therefore cannot be answered with an admission or denial without qualification. State Farm further objects to this request because it seeks information that is not relevant, reasonably calculated to lead to the discovery of admissible evidence, or proportional to the needs of the case. State Farm also objects to this Request as vague and ambiguous as to what is meant by "You believe," "negotiation," and "an element." The request is an overly broad, incomplete hypothetical, and based on the information provided, State Farm cannot truthfully admit or deny this Request without qualification. However, State Farm admits that it has a common law duty of good faith and fair dealing, as defined by Oklahoma law, to insureds during the claim handling process. State Farm denies any inference or conclusion that the subject claim was not handled appropriately. 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.

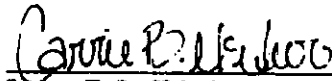
RESPONSE TO REQUEST NO. 29: State Farm objects to this request as vague and ambiguous with respect to the terms "direct opposition," and it therefore cannot be answered with an admission or denial without qualification. State Farm further objects to this request because it seeks information that is not relevant, reasonably calculated to lead to the discovery of admissible evidence, or proportional to the needs of the case. State Farm did not use Haag Engineering to evaluate the alleged damage to Plaintiff's home and therefore Haag Engineering is not at issue in this case. Subject to these objections and the General 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 improperly assumes facts and is vague and ambiguous and therefore cannot be answered with an admission or denial without qualification. State Farm further objects to this request because it seeks information that is not relevant, reasonably calculated to lead to the discovery of admissible evidence, or proportional to the needs of the case. State Farm also objects to this Request as vague and ambiguous as to what is meant by "created or implemented a claims handling Playbook," "developed claims handling Tactics," and "Hail Focus Initiative and/or Hail Initiative and/or other initiatives or programs." The Request is an overly broad, incomplete hypothetical irrelevant to the Plaintiff's claims and/or policy, which is an improper request for admission. Subject to these

objections and the General Objections, denied.

Respectfully submitted,



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***Attorneys for State Farm Fire
and Casualty Company***

CERTIFICATE OF MAILING

I do hereby certify that on September 22, 2025, a true, correct and exact copy of the above and foregoing document was served by placing same in the United States mail, with proper postage thereon duly prepaid, to those parties as listed below:

Reggie N. Whitten

Michael Burrage

Blake Sonne

Hannah Whitten

John S. Sanders

Jake Denne

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Attorneys for Plaintiff

Carrie P. Whitten

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

(1) BILLY HURSH, and
(2) LACY HURSH,

Plaintiffs,

v.

(1) STATE FARM FIRE AND CASUALTY
COMPANY,
(2) MARK D. WELTY, and
(3) MARK D. WELTY INSURANCE
AGENCY, INC.,

Defendants.

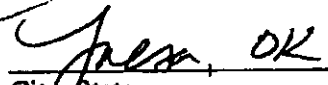
Case No. CJ-2025-2626

VERIFICATION

I, Carmen Richwine, being first duly sworn, state that I verify State Farm's answers to the interrogatories in Defendant State Farm Fire and Casualty Company's Responses to Plaintiffs' First Interrogatories, which have been assembled with the assistance of counsel; and that the facts and matters set forth herein are true and correct.

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


Carmen Richwine


City, State

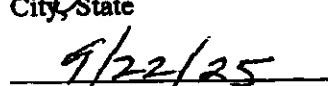

Date

EXHIBIT 2



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October 5, 2023

Via Email Only

Jeff Marr
MARR LAW FIRM
4301 Southwest Third Street, Suite 110
Oklahoma City, OK 73108

Re: *Gary and Tracy Hosier v. State Farm Fire & Casualty Company, et al.*
In The District Court of Oklahoma County, Case No. CJ-2021-1741

Counsel,

I write in response to your September 21, 2023 letter regarding the deposition concerning Topics 4 and 5 of Plaintiffs' 3230(C)(5) Notice. First, as State Farm continues to supplement its discovery production in this case, there are e-mails and documents currently being reviewed that are responsive to document requests that are also relevant to Topics 4 and 5. State Farm is working diligently to finish reviewing these documents and to produce them by October 15, 2023 as ordered by Discovery Master Morrissey. See August 31 Order.

I wanted to let you know in advance in the event that this information causes you to consider waiting to depose State Farm's corporate representative after this production is complete. Should you so elect, we will work with you to find a mutually acceptable date for the deposition after such production is complete. We are prepared to proceed prior to the productions being complete if that is your preference, but we will not agree to re-produce State Farm's corporate representative voluntarily for a second deposition after the document production is complete should such a request be made.

Second, as to your suggestion that State Farm designate Kelly Bever as its corporate representative, I would remind you that it is State Farm, not Plaintiffs, who can choose whom to designate as a corporate witness under 12 O.S. §3230(C)(5). Moreover, Ms. Bever has not been an employee of State Farm since 2021 and, as such, will not be designated as a corporate witness. Instead, State Farm will be producing Susan Maynard virtually as its corporate representative.

PRIVILEGED AND CONFIDENTIAL



Jeff Marr
October 5, 2023
Page 2

Finally, as to your request that State Farm produce HOSIERGAR00017280 natively, State Farm will comply with this request because Plaintiffs have articulated a material reason, as required by the Oklahoma Discovery Code, for why this specific document needs to be produced in native format rather than an alternative reasonably reasonable format—an alleged inability to identify the document's author with an explanation for why the author's identity is necessary. State Farm maintains, however, that this document is irrelevant to the Hosiers' claims. As the metadata associated with this document reflects, this document was authored by Gina Russell (now Prine) in March 2012. Moreover, these talking points were authored in anticipation of a meeting with State Farm's internal Director Change Advisory Board (DCAB) regarding the potential acquisition of Xactware's Service Pack 27.5, which included the Aerial Sketch tool. Specifically, Ms. Russell was asked to demonstrate the benefit of having Service Pack 27.5 in before CAT season and the estimated savings due to efficiency gains. As such, this document has nothing to do with reducing indemnity payments, and instead was focusing on potential cost savings by implementing Xactware's Service Pack 27.5. In any event, State Farm chose not to present these talking points to DCAB and did not implement Service Pack 27.5.

Regards,

Lance E. Leffel

LEL:kc
cc: All Counsel

EXHIBIT 3

IN THE DISTRICT COURT OF OKLAHOMA COUNTY

STATE OF OKLAHOMA

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



* * * * *

VIDEO DEPOSITION OF JACQUELINE ELAINE DRAPER

TAKEN ON BEHALF OF THE PLAINTIFFS

IN OKLAHOMA CITY, OKLAHOMA

ON APRIL 19, 2023

COMMENCING AT 9:49 A.M.

* * * * *

CERTIFIED COPY

REPORTED BY: CHERYL D. RYLANT, CSR, RPR

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OKLAHOMA CITY, OKLAHOMA 73102
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1 hail damage; correct?

2 A. Yes.

3 Q. Okay. According to the first
4 sentence, why don't you read for our jury what
5 P&C Claims is focusing on?

6 A. Where is this pulled from? Where is
7 this document pulled from?

8 Q. Are you asking me a question?

9 A. Yeah, I am.

10 Q. Okay. Well, why don't you do what I
11 asked and read for the jury what P&C Claims is
12 focused on, according to this State Farm document
13 that was produced in discovery.

14 MR. LEFFEL: Objection, form and
15 foundation.

16 Go ahead.

17 A. The highlighted part:

18 "P&C Claims is focusing on what
19 we can do to lower our indemnity
20 payments related to Roofs. Last year we
21 had an indemnity over \$3.5 Billion
22 dollars and a total of \$16.6 Billion
23 over the last 7 years for the Enterprise
24 on roofing."

25 Q. (By Mr. Marr) So, P&C is focusing

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

8 MR. LEFFEL: Objection, form and
9 foundation.

10 You can go ahead.

11 A. I can read that, yes.

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

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

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

23 A. Okay. What was your question?

24 Q. My question was: This is the same
25 division within State Farm - P&C Claims - where

1 you received the definition as to what
2 constitutes hail damage, even though it's not
3 defined in the policy?

4 A. Yes. P&C Claims.

5 Q. Okay.

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

10 Q. So, P&C got it wrong?

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

13 Q. Okay.

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

16 Q. Okay.

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

20 Q. All right.

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

23 Q. Right.

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

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

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

**DEFENDANT STATE FARM'S SUPPLEMENTAL RESPONSES TO
PLAINTIFFS' FIRST SET OF DISCOVERY REQUESTS**

Defendant State Farm Fire & Casualty Company ("State Farm" or "Defendant") submits the following supplemental answers and responses to Plaintiffs' First Set of Discovery Requests.

State Farm submits these supplemental interrogatories answers as ordered by the Court. In so doing, State Farm understands that the Court has overruled State Farm's objections to those responses supplemented, at least insofar as it has found the information discoverable. With respect, State Farm maintains its objections as stated in its original responses including its General Objections therein and incorporates them herein as appropriate, but does not repeat those General and Universal Objections. As is customary, State Farm does include its original answer to the supplemented interrogatory, including objections, followed by its supplemental answer.

INTERROGATORIES

State Farm reserves its right to supplement, amend, or revise its answer to this Interrogatory as discovery is ongoing.

INTERROGATORY NO. 3: Please identify all Wind/Hail Claims and corresponding civil cases in Oklahoma since January 1, 2019 wherein a Total or Full Roof Replacement was denied

EXHIBIT

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prior to a lawsuit being filed, but was subsequently approved and/or paid to an insured after the insured filed a civil lawsuit against State Farm.

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

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

SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 3: Subject to and without waiving its original objections, State Farm states that State Farm's review of potentially responsive claim files is ongoing. State Farm will supplement this Response in accordance with its obligations under the Oklahoma Discovery Code.

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

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

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

Subject to these objections and State Farm’s Universal Objections, and upon entry of an approved protective order, State Farm will produce the relevant parts of the claim handling procedures that may have been used to adjust claims alleged to have arisen from the weather event that occurred on the dates 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.

SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 5: Subject to and without waiving its original objections, State Farm directs Plaintiffs to the documents produced at HURSHBIL00000001PROD - HURSHBIL00004654PROD, HURSHBIL00005157PROD - HURSHBIL00005824PROD, and HUR00163065.

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

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

SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 6: Subject to and without waiving its original objections, State Farm states that Wendy Mazza (Vice President of Operations) was the executive sponsor of the Wind/Hail Fire Model Enhancement ("FME") along with Greg Jones (Vice President of Operations). Nicole Manduca, who at the time was a State Farm Claim Manager, oversaw the day-to-day work of the FME from 2020-2022. Upon information and belief after reasonable inquiry, State Farm states that other employees who were a part of the FME

include Duane Biggs (Team Manager), April Bonner (Team Manager), John Broadway (Team Manager), John Burns (Operations Vice President), Katina Butler (Section Manager), John Chnupa (Team Manager), Devin Clippinger (Section Manager), Byron Galloway (Claim Consultant), Jacqueline Gatewood (Team Manager), Stacey Harmon (Section Manager), Renee Hilliard (Process Manager), Jermaine Johnson (Section Manager), Adrian Mack (Section Manager), Katie Magwire (Claim Manager), Clint Mahan (Team Manager), Carrie Mahoney (Process Manager), Tom Moss (Claim Consultant), George Munoz (Team Manager), Melissa Otterman (Team Manager), Jason Payne (Section Manager), Denise Powell (Section Manager), Sally Rauschendorfer (Section Manager), Jessica Rich (Team Manager), Anthony Richardson (Team Manager), Greg Robinson (Section Manager), Jared Runnels (Team Manager), Brad Rushton (Claim Consultant), Tyrone Smith (Executive Sponsor), and Shyama Terry (Operations Vice President). While State Farm is identifying these individuals in a good-faith effort to comply with the Court's Order to answer this Interrogatory, "management and/or executive employees" is vague and ambiguous, and State Farm cannot state whether these individuals fall within those categories, and the provision of these names is not an admission that any of these individuals is or was a "management and/or executive employee" under Plaintiffs' definition of those terms. Further, a number of the individuals listed are no longer employed by State Farm. The individuals also had varying levels of involvement with the FME, and while this list attempts to be inclusive, State Farm is not stating or admitting that everyone on this list had decision-making authority with respect to the FME work, had managerial authority with respect to this project, or had the same level of involvement with the project. The FME project team was dynamic, and employees moved into and out of roles related to the work at different points in time and as their roles and responsibilities shifted. In addition, State Farm has made its best effort to identify these

individuals' titles as requested by Plaintiffs. However, some individuals have taken on new roles and responsibilities during the relevant time frame, so the titles provided may not have been their titles during the entirety of the relevant time frame.

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

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

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

SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 7: Subject to and without waiving its original objections, State Farm states that State Farm worked with Accenture on the Wind/Hail Fire Model Enhancement in 2020. There is a Master Services Agreement between State Farm and Accenture.

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

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

SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 9: Subject to and without waiving its original objections, State Farm states that based on a diligent investigation, no training was provided to State Farm agents regarding the Wind/Hail Fire Model Enhancement. To the extent State Farm identifies additional responsive information and/or documents, it will supplement this Response in accordance with its obligations under the Oklahoma Discovery Code.

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

ANSWER TO INTERROGATORY NO. 10: State Farm objects to this Interrogatory as it seeks information that has no relevance to the facts or handling of the claim underlying this lawsuit or to a valid claim in the Petition. There is no question that the policy was issued and that it applies to wind and hail claims. State Farm also objects to the Interrogatory because it is vague and ambiguous as to what is meant by “all training . . . regarding the marketing, sale, procurement, and or binding of homeowners insurance coverage.” State Farm further objects to this Interrogatory as overly broad, unduly burdensome, and as seeking information that is confidential, proprietary, and/or trade secret information of State Farm.

SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 10: Subject to and without waiving its original objections, State Farm directs Plaintiffs to the documents produced at HURSHBIL00005861PROD - HURSHBIL00005865PROD.

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

ANSWER TO INTERROGATORY NO. 11: State Farm objects to the Interrogatory on the grounds that it improperly assumes facts and is vague and ambiguous, specifically with respect to the terms “Analyses,” “Analysis” and “commissioned.” State Farm further objects because this Interrogatory seeks information that is neither relevant to the resolution of the claims and defenses in this case nor proportional to the needs of the case. Specifically, the Interrogatory is seeking “all” with respect to a vague and potentially broad categories of documents and information for a total of 15 years and is thus overly broad and unduly burdensome either in volume or in efforts to locate, or both. Moreover, State Farm objects to this Interrogatory to the extent it seeks confidential, proprietary business information and/or trade secret information, and to the extent it seeks

information potentially protected by the attorney-client privilege, work product doctrine, and/or other legal privileges. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable. State Farm stands on its objections.

SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 11: Subject to and without waiving its original objections, State Farm directs Plaintiffs to the documents produced as HURSHBIL00152244PROD- HURSHBIL00152290PROD.

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

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

SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 12: Subject to and without waiving its original objections, State Farm states that based its diligent investigation to date, State Farm did not conduct any Cost/Benefit Analysis regarding the use of Haag Engineering, Haag Education, or any other Haag enterprise or subsidiary with regard to wind and/or hailstorm claims in Oklahoma. To the extent State Farm identifies additional responsive information and/or documents, it will supplement this Response in accordance with its obligations under the Oklahoma Discovery Code.

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

ANSWER TO INTERROGATORY NO. 13: State Farm objects to the Interrogatory because it impermissibly assumes facts and is vague with respect to the terms “Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiative with a similar title” and “created and/or implemented” and “any Analyses.” State Farm also objects to this Interrogatory on the grounds that it is overly broad and unduly burdensome and seeks information that is neither relevant to the resolution of the claims and defenses in this case nor proportional to the needs of the case. Specifically, the Interrogatory is overly broad and irrelevant to the extent it seeks documents and communications without any time or geographic restrictions, regarding the claims of other insureds, arising under different facts, circumstances, policies, and dates, relating to insureds who have not placed their claims or the personal sensitive information pertaining to their homes and homeowners’ claims at issue in this litigation; and involving information about

individuals other than the claims personnel who adjusted the subject claim. The investigation and evaluation of other claims will neither prove nor disprove any allegations in this action, as each claim is handled on its own individual facts.

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

SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 13: Subject to and without waiving its original objections, State Farm refers Plaintiffs to the documents produced at HUR00167264 - HUR00167364 and HURSHBIL00005866PROD - HURSHBIL00006221PROD.

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

ANSWER TO INTERROGATORY NO. 14: State Farm objects to the Interrogatory on the grounds that it improperly assumes facts and seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case. 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 Interrogatory because it is vague and ambiguous with respect to the use of the terms “Analyses” and “use of.” Moreover, State Farm objects to this Interrogatory to the extent it seeks

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

SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 14: Subject to and without waiving its original objections, State Farm states that based on its diligent investigation to date, it has not identified any Analysis or Cost/Benefit Analysis that State Farm conducted regarding the use of Engineering Services for wind- and/or hailstorm claims in Oklahoma. To the extent State Farm identifies additional responsive information and/or documents, it will supplement this Response in accordance with its obligations under the Oklahoma Discovery Code.

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

- a. the jury's verdict in *Watkins v State Farm*;
- b. the jury's verdict in *Nicolau vs State Farm*; and/or
- c. the Mississippi Attorney General's Investigation and/or U.S Attorney's investigation into Your handling of claims arising from hurricanes Katrina and/or Rita.

ANSWER TO INTERROGATORY NO. 15: State Farm objects to the Interrogatory on the grounds that it seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case. Specifically, the Interrogatory is overly broad in scope (not limited to materials applicable to the specific insurance claim and/or coverages at issue in this litigation; not limited to materials pertinent to the claims personnel who adjusted the subject claim), time (not limited to a reasonable period of time, given the events referenced in (a) — (c)

above took place 18, 27, and 18 years ago, respectively, long before this action was filed; and geographic area (not limited to materials applicable to Oklahoma). Moreover, Haag Engineering did not inspect or provide an engineering or other opinion on Plaintiffs' claims.

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

SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 15: Subject to and without waiving its original objections, State Farm states that following the jury verdict entered on May 25, 2006, in *Watkins v. State Farm*, District Court of Grady County, Case No. CJ-2000-303, and in response to ongoing and anticipated litigation, State Farm sought to assess the issues the jury in *Watkins* had with State Farm's use of Haag. To maintain the objectivity required to achieve this goal, State Farm retained outside counsel, Michael Traynor of the law firm Cooley Godward, to recommend and hire a consulting expert and facilitator to lead an investigation into Haag and to conduct a "blind" "peer review." Professor Dan Wheat was hired as the consulting expert and facilitator. State Farm commenced this investigation in June or July 2006, and a Peer Review report was completed and submitted to State Farm on June 25, 2007. State Farm's internal investigation into Haag, including but not limited to the Peer Review, and the Peer Review report, are protected by the attorney-client privilege, attorney-work product doctrine, consulting expert privilege, and other legal privileges.

State Farm did not conduct any investigation, audit or review specifically following the verdict in *Nicolau v. State Farm*, a Texas lawsuit in which the Supreme Court of Texas issued an order affirming in part and reversing in part the jury verdict entered against State Farm on July 9, 1997. *State Farm Lloyds v. Nicolau*, 951 S.W.2d 444, 446 (Tex. 1997).

According to a post-judgment deposition of Susan Hood, Claims Vice President, now retired, taken on November 11, 2006, in the post-judgment proceedings conducted in *Watkins*, State Farm was conducting a separate investigation into Haag's handling of claims arising from the Gulf Coast hurricanes. However, despite conducting a diligent and reasonable investigation into Ms. Hood's statement at her November 2006 deposition, at this time State Farm has no further non-privileged information regarding whether State Farm conducted any investigation, audit, or review into Haag following the Mississippi Attorney General's investigation and/or the U.S. Attorney's investigation into its handling of claims arising from Hurricanes Katrina and/or Rita. State Farm reserves the right to supplement this answer should additional responsive information be discovered.

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

- a. HAAG'S objectivity and/or bias
- b. Your relationship with HAAG
- c. Your continued use of HAAG
- d. Your moratorium on Your use of HAAG

ANSWER TO INTERROGATORY NO. 16: State Farm objects to the Interrogatory on the grounds that it seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case. Specifically, the Interrogatory is overly broad in scope

(not limited to information applicable to the specific insurance claim and/or coverages at issue in this litigation; not limited to information pertinent to the claims personnel who adjusted the subject claim), time (not limited to a reasonable period of time), and geographic area (not limited to materials applicable to Oklahoma). Moreover, Haag Engineering did not inspect or provide an engineering or other opinion on Plaintiffs' claims.

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

SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 16: Subject to and without waiving its original objections, State Farm states that based on its diligent investigation to date, the peer review State Farm conducted following the *Watkins* verdict was done at the direction of outside counsel and is privileged. With respect to subparts (b), (c), and (d), State Farm has not used Haag Engineering on any new claim assignments in the State of Oklahoma since the issuance of the moratorium on new claim assignments to Haag Engineering in June 2006.

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

ANSWER TO INTERROGATORY NO. 17: State Farm objects to this Request because it impermissibly assumes facts and is vague and ambiguous with respect to the terms "use of" and "lifted, terminated, modified, or cancelled." State Farm also objects to this Interrogatory on the grounds that it seeks information that is not relevant to the resolution of the claims and defenses

or proportional to the needs of the case. Specifically, the Interrogatory is overly broad in scope (not limited to information applicable to the specific insurance claim and/or coverages at issue in this litigation; not limited to information pertinent to the claims personnel who adjusted the subject claim), time (not limited to a reasonable period of time), and geographic area (not limited to materials applicable to Oklahoma). Moreover, Haag Engineering did not inspect or provide an engineering or other opinion on Plaintiffs' claim.

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

SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 17: Subject to and without waiving its original objections, State Farm states that the moratorium on the use of Haag Engineering services has not been lifted, terminated, modified, or cancelled.

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

ANSWER TO INTERROGATORY NO. 18: State Farm objects to the Interrogatory on the grounds that it is overly broad and unduly burdensome and seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case. Specifically, the Interrogatory is overly broad in scope (not limited to information applicable to the specific insurance claim and/or coverages at issue in this litigation; not limited to information pertinent to the claims personnel who adjusted the subject claim), time (not limited to a reasonable

period of time), and geographic area (not limited to materials applicable to Oklahoma). Further, State Farm objects to this Request because it is vague and ambiguous with respect to the terms “all training materials You have utilized.”

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

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

SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 18: Subject to and without waiving its original objections, State Farm directs Plaintiffs to the documents produced at HURSHBIL00000001PROD - HURSHBIL00004654PROD, and HUR00163065.

INTERROGATORY NO. 19: Identify all Your policies, procedures, and/or practices relating to the training of State Farm adjusters and third-party adjusters on the definition of

“functional damage” for roof claims, as well as any coverage limitations based on the size and severity of the hail damage and the amount of wind speeds.

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

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 dates of loss, pertain only to other losses, and/or pertain only to other areas of the country, are not relevant to the matters at issue in this case. State Farm additionally objects to this Request to the extent it seeks information and/or documents authored and/or copyrighted by entities that are not parties to this litigation, which State Farm is not at liberty to produce. Finally, State Farm objects to this Interrogatory to the extent it seeks confidential, proprietary business information and/or trade secrets. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable.

Subject to these objections and State Farm’s Universal Objections, and upon entry of an approved protective order, State Farm will produce the relevant provisions of the claim handling procedures that may have been used to adjust claims alleged to have arisen from the weather event

that occurred on the dates 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. For information reflecting the application of claims procedures to Plaintiffs’ claims, *see* the Claim Files for the claims at issue in this litigation.

SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 19: Subject to and without waiving its original objections, State Farm states that based on its diligent investigation to date, it has not identified policies, procedures, and/or practices regarding training regarding the definition of “functional damage” for roof claims. State Farm further directs Plaintiffs to the script of the Haag Hail & Wind Damage Assessment training videos, produced at HUR00163065, which contains the following discussion of “functional damage”:

I believe the industry also has gotten away from using the term "functional damage," or cosmetic damage. We understand those may be defined or not defined in a policy. Hey, we're engineers. We are not adjusters. We are talking about engineering definitions here. You may have functional damage, physical damage, or some other term to find in the policy. As an engineer, I want to tell you what the hail did, what the wind did, what the windborne debris impact did, and what it didn't do. So, it's important for me as an engineer to stick to what happened and what didn't happen as a result of weather. Talk about damage in these terms, maybe talk about cosmetic conditions and things that may also have resulted. So, again, as we just talked about there, this is the engineering perspective of damage, not a policy definition.

To the extent State Farm identifies additional responsive information and/or documents, it will supplement this Response in accordance with its obligations under the Oklahoma Discovery Code.

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

ANSWER TO INTERROGATORY NO. 20: State Farm objects to this Interrogatory because it improperly assumes facts and is vague and ambiguous, specifically with respect to the use of the terms “commissioned” and “Analyses.” State Farm also objects to the Interrogatory on the grounds that it seeks information that is not relevant to the resolution of the claims and defenses

in this case or proportional to the needs of the case. Specifically, the Interrogatory is overly broad in scope (seeking “all” with respect to broadly defined categories of documents; not limited to information applicable to the specific insurance policy claim and/or coverages at issue in this litigation; not limited to information pertinent to the claims personnel who adjusted the subject claim) and time (not limited to a reasonable period of time). Moreover, State Farm objects to this Interrogatory to the extent it seeks confidential, proprietary business information and/or trade secrets, or information containing attorney work product and/or that is protected by the attorney client or other legal privileges. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable. State Farm stands on its objections.

SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 20: Subject to and without waiving its original objections, State Farm states that based on a diligent investigation to date, State Farm has not identified any Analyses, including Cost/Benefit Analysis, specifically targeting full roof replacements with regard to wind- and/or hailstorm claims in Oklahoma. To the extent State Farm identifies additional responsive information and/or documents, it will supplement this Response in accordance with its obligations under the Oklahoma Discovery Code.

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

ANSWER TO INTERROGATORY NO. 21: State Farm objects to the Interrogatory on the grounds that it is vague with respect to the use of the terms “commissioned” and “Analyses.” State Farm further objects because this Request seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case. Specifically, the

Interrogatory is overly broad in scope (seeking “all” with respect to broadly defined categories of documents; not limited to information applicable to the specific insurance policy claim and/or coverages at issue in this litigation; not limited to information pertinent to the claims personnel who adjusted the subject claim) and time (not limited to a reasonable period of time). Moreover, State Farm objects to this Interrogatory to the extent it seeks confidential, proprietary business information and/or trade secrets, or information containing attorney work product and/or that is protected by the attorney client or other legal privileges. State Farm further objects to the extent this Interrogatory because it improperly assumes facts. Only certain claims, including those for small hail or light wind damage (i.e., hail that is less than 1” in diameter or sustained wind speed less than 50 mph), were subject to managerial approval for total roof replacements. Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable.

SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 21: Subject to and without waiving its original objections, State Farm states that based on a diligent investigation to date, State Farm has not identified any Analyses, including Cost/Benefit Analysis, regarding State Farm adjusters’ and third-party adjusters’ authorization and/or ability to approve full roof replacements without managerial approval. To the extent State Farm identifies additional responsive information and/or documents, it will supplement this Response in accordance with its obligations under the Oklahoma Discovery Code.

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

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

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

SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 22: Subject to and without waiving its original objections, State Farm states that State Farm's review of potentially responsive claim files is ongoing. State Farm will supplement this Response in accordance with its obligations under the Oklahoma Discovery Code.

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

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

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

SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 23: Subject to and without waiving its original objections, State Farm states that State Farm's review of potentially responsive claim files is ongoing. State Farm will supplement this Response in accordance with its obligations under the Oklahoma Discovery Code.

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

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

information is probative of any issue in the case, or therefore, discoverable. State Farm stands on its objections.

SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 24: Subject to and without waiving its original objections, State Farm states that based on a diligent investigation to date, State Farm does not track percentages of total or full roof replacements by individual adjusters and managers adjusting or working on Oklahoma wind/hail claims in the ordinary course of business. To the extent State Farm identifies additional responsive information and/or documents, it will supplement this Response in accordance with its obligations under the Oklahoma Discovery Code.

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

ANSWER TO INTERROGATORY NO. 25: State Farm objects to the Interrogatory on the grounds that it seeks information that is not relevant to the resolution of the claims and defenses or proportional to the needs of the case, 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 claims 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. Specifically, the Interrogatory is overly broad in scope (not limited to information applicable to the specific insurance policy claim and/or coverages at issue in this litigation; not limited to information pertinent to the claims personnel who adjusted the subject claim) and time (not limited to a reasonable period of time). State Farm further objects to this Interrogatory because it is vague and ambiguous with respect to the use of the terms "Wind and Hail Full Roof Replacement Percentage." Moreover, State Farm objects to this Interrogatory to the extent it seeks confidential, proprietary business information and/or trade secrets, and because Plaintiffs have not established that such information is probative of any issue in the case, or therefore, discoverable

SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 25: Subject to and without waiving its original objections, State Farm states that based on a diligent investigation to date, State Farm does not maintain Wind and Hail Full Roof Replacement Percentage in the state of Oklahoma in the normal course of business. To the extent State Farm identifies additional responsive information and/or documents, it will supplement this Response in accordance with its obligations under the Oklahoma Discovery Code. State Farm is also willing to meet and confer to discuss what other roof replacement related data exists that State Farm can produce in response to this Request.

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

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

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

SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 26: Subject to and without waiving its original objections, State Farm directs Plaintiffs to documents produced at HUR00025429; HUR00066948. To the extent State Farm identifies additional responsive information and/or documents, it will supplement this Response in accordance with its obligations under the Oklahoma Discovery Code.

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

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

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

SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 27: Subject to and without waiving its original objections, State Farm states that based on a diligent investigation to date, State Farm does not maintain Total Roof Payment volumes on Wind/Hail Claims in the state of Oklahoma. State Farm's investigation is ongoing and, to the extent State Farm identifies additional responsive information and/or documents, it will supplement this Response in accordance with its obligations under the Oklahoma Discovery Code.

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

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

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

SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 28: Subject to and without waiving its original objections, State Farm states that the Wind/Hail Guidelines developed by the Wind/Hail Fire Model Enhancement were implemented enterprise-wide in December 2020. State Farm further directs Plaintiffs to the documents produced as HURSHBIL00005866PROD - HURSHBIL00006221PROD.

INTERROGATORY NO. 29: Please identify, state, and describe how the Fire Model Enhancement -Wind/Hail, the Wind and Hail Fire Model Enhancement Team, Hail Focus

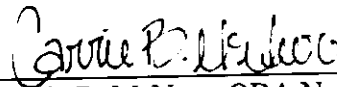
Initiative and/or Hail Initiative and/or any hail quality focus initiative kicked off in Texas, including how such initiatives or plans were implemented in Texas, including claims handling tactics or rules used, tracking of indemnity savings in Texas, tracking of the total or full roof replacement to partial roof replacement ratio in Texas, tracking of full roof replacement approval percentages, and/or tracking of total roof payment volume on wind/hail claims in Texas.

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

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

SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 29: Subject to and without waiving its original objections, State Farm refers Plaintiffs to the documents produced at HURSHBIL00005980PROD, HURSHBIL00006006PROD, HURSHBIL00006032PROD, HURSHBIL00006042PROD, HURSHBIL00006088PROD, HURSHBIL00006122PROD, HURSHBIL00006130PROD, HURSHBIL00006166PROD, HUR00031244, and HUR00031246.

Respectfully submitted,



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CERTIFICATE OF MAILING

I do hereby certify that on September 3, 2026, a true, correct and exact copy of the above and foregoing document was served by placing same in the United States mail, with proper postage thereon duly prepaid, to those parties as listed below:

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