



don't expect.

Bill)

I don't understand how JR could feel one way based off older photos (having less damage) & this person couldn't find any.

I know that's nothing you can control, just feeling like we're trying to do what we're supposed to and that not getting the result we "should" be getting.

I agree and intend to discuss with JR.

Thank you, that's definitely appreciated

I am not finished working on it. I am just trying to keep you updated.

Thank you. I got a call from Conrad & essentially reiterated what you said his findings (or lack thereof) were.

Contractor essentially reiterated what **Bill** > his findings (or lack thereof) were.

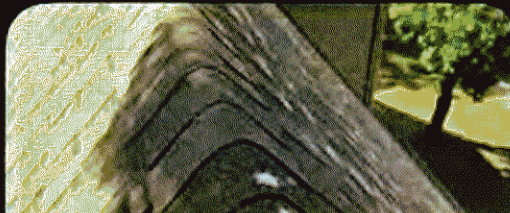
Lacy, do you have any of the pictures from the previous inspection?

Not from that, though I do have some from after May that a roofer took that I just forwarded to your email. I forwarded them to my local office, but I'm unsure if they sent them to JR or not.

Ok. Thanks

Jul 24, 2024 at 6:54 PM

Did you guys make note of the open area in the roof on the peak on the north part of the house? Our tree trimmers noted back in September





I do not think he took pictures of that. He would likely say a limb rubbed it raw. I did take some pictures of some other things. I have a message into JR Phillips to talk

Ok. Thank you

Did you receive my forwarded email with pictures from May?

Edited

Jul 25, 2024 at 7:07 AM

I got a notification this morning that an estimate was ready. The damage listed that needs replaced doesn't exceed our deductible.

Wanted to keep you updated.

Jul 26, 2024 at 3:55 PM

Bill

Did you have an opportunity to talk with JR?



Not yet. Have a message into him.

Jul 29, 2024 at 12:36 PM

I got notification that our claim is closed now

That does not surprise me. It can be reopened if we get any cooperation put of anyone.

Did JR ever get back to you?

Not yet. But he wont if he is working claims in the field until he comes back in the office. I will place another call this afternoon.

Gotcha gotcha. Thank you

Aug 2, 2024 at 4:31 PM

Bill

So should we just move forward without them?

Not yet. I talked to JR and we might try for a reinspect. Waiting for him to look at something



Who took the pictures you have. Another contractor or the first steep and high guy that came out.

The ones I sent you are from a roofing company that came out in May (after the 1st inspection in March) called Roke Roofing & Construction.

Ok. That's fine. Thanks. I will be working on this Monday with JR's instructions.

OK. That's fine. The [redacted] will be
working on this Monday with
Bill with
JR's instructions.



Okie doke. I'll be working that
day, but you're welcome to
reach out to me with anything
you need. You are also welcome
to come take more pictures if
needed.

Aug 6, 2024 at 4:38 PM

Any movement on anything
yesterday?

Aug 7, 2024 at 12:20 PM

Lacy, currently reviewing the
pictures with my roofing project
manager to determine if there
are some worthy of submission
for a reinspect request?

Ok. Do you need anything more
from us at this time?

I will let you know.

I will let you know. **Bill**

Thank you

Aug 10, 2024 at 1:16 PM

I can't remember if we discussed it or not, but was there something you suggested us putting in our gutters to help with the debris that gets in there? Or is that something that that was part of the quote that you gave us for the roof?



I do not recall discussing any of the various types of gutter guard

Ok. Thank you

Aug 19, 2024 at 4:05 PM

Just checking in on the process of reinspection request w/ our roof

Bill



Working some different angles for I ask you to submit a re-inspect request. Am talking to a Tulsa Fire friend who lives less than a mile from you. He was denied on first inspection by the same adjuster I had from San Antonio. Second inspection by an Oklahoma adjuster and he bought/totaled the roof.

Fingers crossed

For sure

Sep 3, 2024 at 9:16 AM

I know you said I would need to be the one to request a reinspect from State Farm. Are you at a place that I need to go ahead and do that yet? I know the original inspection was about 6 weeks ago now.

Edited

Almost...but not quite. I am waiting to see the final

Almost...but not quite. I'm
waiting to see the **Bill**
determination on another one
out not far from you. Hope to
have it this week. Then I need
to do a couple things and I will
ask you to request.

Understood.

Thanks for being so vigilant
with this

Edited

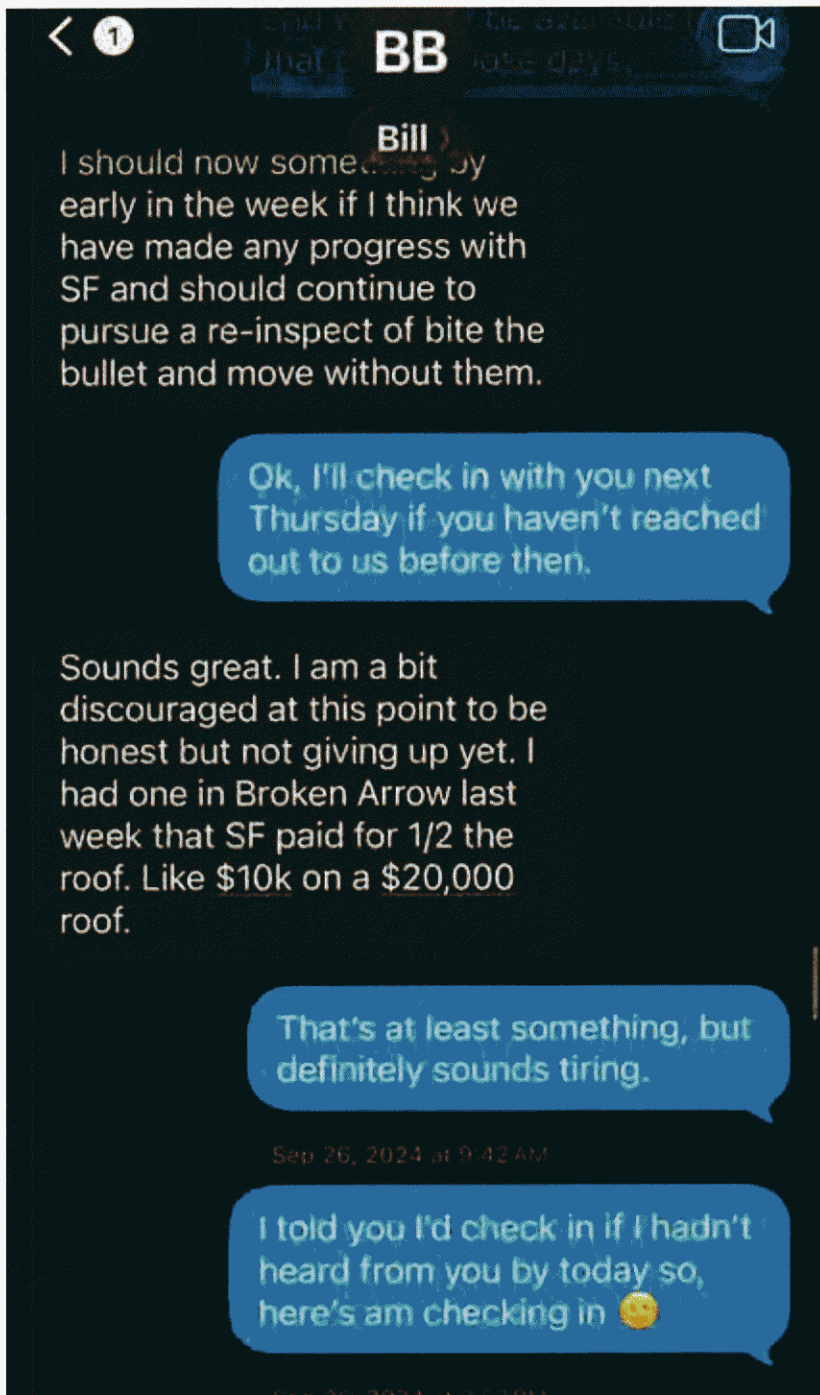


We are not going down without
a fight. Lol

Sep 19, 2024 at 9:35 AM

Heads up, we will be out of
town from 9/27-10/1. If there is
any movement needed on our
end we won't be available for
that during those days.

I should now something by
early in the week if I think we
have made any progress with
SF and should continue to



Bill

Sep 26, 2024 at 2:57 PM

So do you have any thoughts on if we should continue to wait for reinspection or if we should go ahead and move forward with scheduling without State Farm's help?



Yes. I am talking to one more person at SF. I recommend one route or the other in next couple days.

Understood. As I said, my husband and I will be out of town/out of pocket from Friday until Tuesday.

We will move forward one way or another on Wednesday

Sounds good

Oct 1, 2024 at 12:32 PM

Did the pictures come through?

Bill

Yes. That's the one's I have been working with but couldn't get to open this afternoon.
Thanks

You're welcome



I will be making a recommendation tomorrow regarding how I recommend we proceed.

Thank you

Oct 2, 2024 at 10:22 AM

I am awaiting one final opinion. I should hear from him later today or in the morning at the very latest. Most everyone looking at the pictures are so taken back by the amount of granule loss that they are not seeing any significant hail hits.

Reply

HURSH_000115

Bill

Ok, thanks for keeping me in the loop

Bill, I am leaving Jenks in a bit and going to go look at your pipes, vents, valleys, ect to obtain accurate counts. I will be leaving some 4'x8' sheets of decking material for protecting flowers and shrubs. Bill

Right?! And those are pictures from back in May of this year

Yes

Oct 4, 2024 at 11:01AM

Lacy, I am leaving Jenks in a bit and going to go look at your pipes, vents, valleys, ect to obtain accurate counts. I will be leaving some 4'x8' sheets of decking material for protecting flowers and shrubs. Bill

Thanks for the heads up, I appreciate it

Bill > on the way out I
appreciate it

I got my counts and dropped
off 10 sheets of decking
material stacked out of the way
in the backyard. I will add these
accessories to the roofing order
and get the document outlining
scope of work and total cost
less the initial deposit later
today. Thanks

Sounds good thank you for
keeping me updated.

Oct 4, 2024 at 5:04 PM

Lacy, Hope you're having a
good end to your week. I just
got back to my office and sent
over the proposal outlining total
cost for roof replacement,
materials to be used and
showing the initial material
deposit. Let me know if you
have any questions. I have
decided to put you in front of
my banker friend's roof
because yours is in worse

Bill
materials to be used. Bill
showing the initial material
deposit. Let me know if you
have any questions. I have
decided to put you in front of
my banker friend's roof
because yours is in worse
condition. That means I am
shooting for the end of next
week to get it done. Thanks, Bill

I read over your email with my
husband. I take it the second
materials cost is due prior to
scheduling the roof
replacement and then the
balance is due at the end of the
project?

Yes. That is how it works but
the material remaining balance
is already charged to my line so
if you cannot access funds until
later I can leave on my line of
credit but then when we wrap
up I will need the balance to pay
remaining material balance and
labor costs.

if you cannot access it until
later I can leave on **Bill** of
credit but then when we wrap
up I will need the balance to pay
remaining material balance and
labor costs.

We'd like to pay the remaining
material balance and get on
your book, please

When next weekend will work?

Either Friday/Saturday or
Saturday/Sunday wrap up. I got
another one going in Tuesday
or Wednesday.

Do you need us present at all?

Saturday/Sunday would
probably work better for us.

Most likely will get Saturday
mostly done and complete on
Sunday. Sometimes we wrap
one your size up in one day if
every goes perfect and I can
bring in a couple extras. I do not

Sunday would
pr Bill work better for us.

Most likely will get Saturday mostly done and complete on Sunday. Sometimes we wrap one your size up in one day if every goes perfect and I can bring in a couple extras. I do not need homeowner at home at all. It's actually better if you have a reason to be away because if the noise.

Makes sense. How would you like the payment? Would it work to give you a check when you come next Saturday?

I can get final payment from you early in the week following completion. Can you get me the final material check early this week so I can payoff loc and get everything scheduled?

Sure. Are you often in south Tulsa? I work near 81/Mingo or I'll be at home for most of Tuesday the 8th.

I'll be there for most of
Tuesday the 8th.

I am all over South Tulsa daily.
Just tell me how to make it easy
on you. And.. a personal check
is fine. No cashiers check or
certified funds necessary.

I work Monday and have a lunch
break from noon to one. The
address is 8126 South Mingo
Rd. Ste 105. Would that work to
swing by there?

Oct 6, 2024 at 12:21 PM

Will you be able to swing by my
work tomorrow during lunch?

I should maybe right at 12:00 or
right near 1:00. I will let you
know in the morning. Or...you
can put check in an envelope
and place it under dood mat or
hiding spot of your choice at
home?

hiding spot of your choice at home?

That makes me realize I can just put it in an envelope for you at the front desk of my office. That way you don't have to be pinned down to my lunch hour, but can still get it tomorrow.



Yes Mam. That gives me some leeway on getting to your office. Likely sometime mid morning. Thanks

I'll let the front office know in the morning. The address is: 8126 S Mingo Rd ste 105

Thank you Lacy

You're welcome.

Oct 7, 2024 4:23 AM

Oct 7, 2024 at 7:37 AM

Check made out to platinum construction?



Yes Mam

Oct 9, 2024 at 9:26 AM

Hi Lacy, I will be having a debris dumpster set on Friday morning and material delivered midday to early afternoon. Can I have the dumpster set on the far south side of the driveway in front of the single garage door?

So are we doing Friday Saturday instead of Saturday Sunday?

Or is that just in preparation for doing stuff on Saturday? Either way the dumpster can be set on the driveway in front of the

Bill: Dumpster can be set on the driveway in front of the single garage door. I'll make sure to let my husband know as that is where he usually park his patrol car.

The dumpster and material will deliver on Friday to ready for early am Saturday start. Did you say you guys are going to be out of town?



My son & I will be, but by husband will be in town.

My guys will start early on Saturday morning.

Sounds good

Oct 11, 2024, 3:07 PM



Roofing debris dumpster will arrive and be set in place in approximately 30-45 minutes.

Bill

Roofing debris dumpster will arrive and be set in place in approximately 30-45 minutes. Roofing material sometime after lunch.

Can you text me Billy's cell number in case I would need to communicate with him while you are out of town?

Billy: 417-689-4188

Thank you. I should not need to bother him but I like to update when I check on my crew and their progress a few times throughout the process.

Sounds like a good idea, just in case

Enjoy your trip.

Thank you, will do

Bill

Thank you, will do

Oct 11, 2024 at 11:51 AM

Armando just left after taking a look around the roof

K

Oct 14, 2024 at 7:25 AM

I just realized that I did not bring my checkbook/envelope to work. I'm gonna try to run home on my lunch break. Would you be able to swing by the office this afternoon?



I can.

Thank you. I was rushing and completely forgot this morning.

No worries

Out to Bill

I didn't see until this afternoon when I got home, but wanted to let you know several plants in our front flower bed have been damaged by the roofers.

I hand carried 4x8 sheets of sheathing material out there that we use to protect plants and shrubs. There is a lot of heavy material that we must get on the ground so sometimes some damage does occur.

I was just at your house cleaning the driveway. I will check the plants out tomorrow though. I did not make it by your office today but I will get by in the morning.

Understood. And I'll let my coworkers know about the check.

Thank you

Thank you

Bill

I told Billy. My carpenter Ambrose is going to come by and look at the damaged trim. Possibly this evening when he finishes up for the day at the job he is on.

Thanks for letting me know as well

Oct 31, 2024 at 10:52 AM

Lacy, hope you're having a great start to your Halloween. Call me when you have a minute. Bill Bond

Fri, Nov 1 at 6:17 AM

I was working yesterday when you sent this text and completely forgot to call. Are you free now?

I am in a meeting for a while. Can I call you a little later this morning?

morning?

Bill

Sounds good, thanks

Fri, Nov 1 at 11:25 AM

Pat Colligan

PC

>

Lacy, here is Pat's number. My experience says it cannot hurt to have a conversation and hear him out on what is going to take place. Bill

Thank you for letting us know again

Wed, Nov 6 at 11:21 AM

Hi Lacy. Can my young man, Christian stop by around 4:00 pm today to look at the siding and trim issues on your exterior?



He will just be looking and walking the exterior. Thank you

again

Wed, Nov 6 at 11:21 AM

Hi Lacy. Can my young man,
Christian stop by around 4:00
pm today to look at the siding
and trim issues on your
exterior?



He will just be looking and
walking the exterior. Thank you

Shouldn't be a problem I'll let
the nanny know

Wed, Nov 11 at 7:25 AM

Have you been able to get
information from Christian
about the estimate for the
remaining work that you
suggested needed to be done?

SUGGEST Bill



Yes. Let me look
It up

Lacy,
The proposal is to remove and
replace and caulk and paint
wood rotted siding and trim on
exterior of home. Specific areas
include badly damaged areas
around dormer windows and
chimney. Besides removing and
replacing siding and trim that is
rotted beyond repair there are
other areas that require
caulking and paint. I will send
you the entire list later this
morning when I get back to my
desk but the total cost including
materials and labor is
\$3,240.00. Thanks, Bill

Thu, Nov 14, 6:12 PM

I got your text yesterday, but
didn't receive the email with the
entire list. Did you send it later
yesterday?

Bill

No sorry. I will later today

Sounds good, do you need me to resend you my email?



I have it

Thu, Nov 14 at 8:05 PM

Lacy, sorry to text you late. I will send over detail in a few minutes. Bill

Ok, thank you

Sent. Sorry. Basically removing all the bad siding and trim we can see that is wicking water and likely to cause damage to more siding and trim during the wet, cold season. Contact me with any questions. Sorry for sending late. Bill

No problem, thanks for getting that sent over. We'll look over it soon.

Bill

Ok, thank you

Sent. Sorry. Basically removing all the bad siding and trim we can see that is wicking water and likely to cause damage to more siding and trim during the wet, cold season. Contact me with any questions. Sorry for sending late. Bill

No problem, thanks for getting that sent over. We'll look over it soon.



Yes Mam. If you want to try and get this done before winter I want to get it into schedule before winter weather sets in. Good night.

Fri, Nov 15 at 11:39 AM

Got your voicemail, was dealing with a toddler tantrum. I will pass that info onto BJ.

Delivered

Haha. Gotcha.

EXHIBIT 14

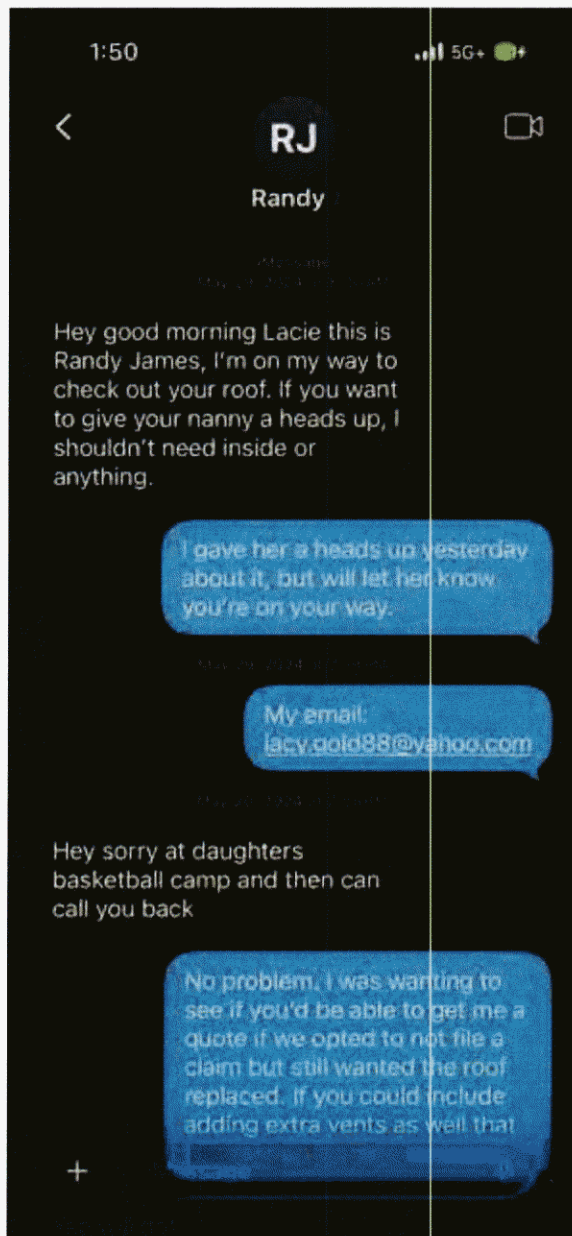


EXHIBIT
14

HURSH_000078

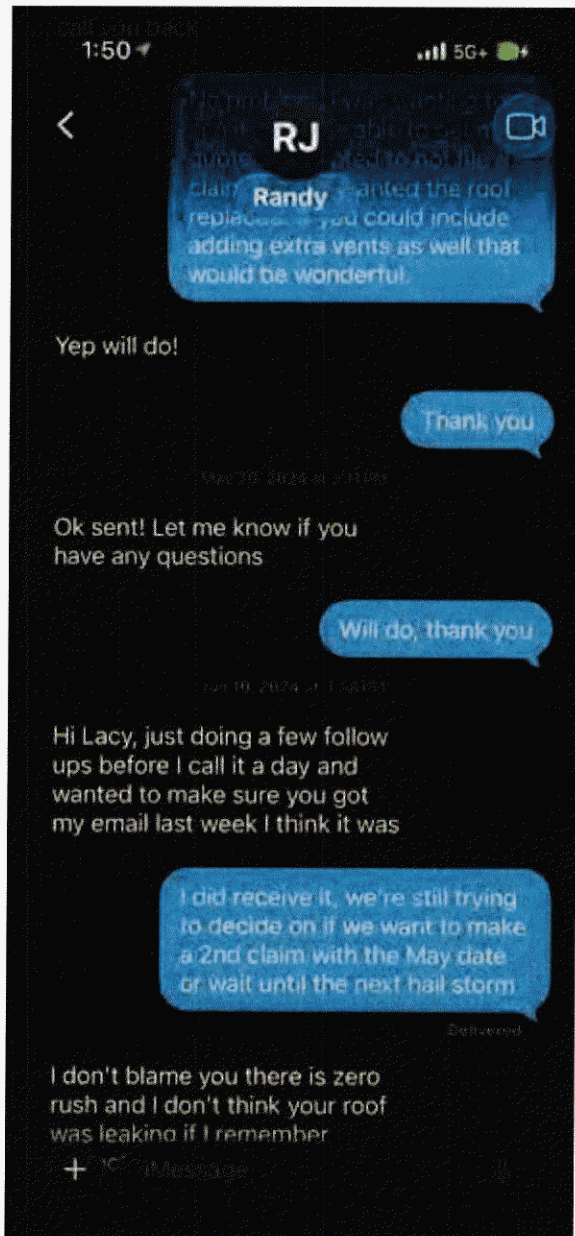


EXHIBIT 15

Ev ordered



Savanna Nauman 5/31/24 10:11 AM
To: Jesse Chambers

5/31/24

Ev uploaded!

Reply



Jesse Chambers 5/30/24 3:24 PM

5/30/24

Decided to hold off on claim. Asked for bid. EV requested.

Reply



Jesse Chambers 5/30/24 12:48 PM

5/30/24

Job status changed to Site Inspected/ Waiting on Insurance by Jesse Chambers. Comment: Marginal damage. 12 yr old Tamko, not in great shape. State Farm. Filed a claim earlier this spring and got denied, hesitant to file again but wants a roof. I was the last of 3 roofers, all gave similar opinions. Still considering next steps.

Reply



Jesse Chambers 5/30/24 12:48 PM

5/30/24

Job milestone changed to Prospect by Jesse Chambers. Comment: Marginal damage. 12 yr old Tamko, not in great shape. State Farm. Filed a claim earlier this spring and got denied, hesitant to file again but wants a roof. I was the last of 3 roofers, all gave similar opinions. Still considering next steps.

Reply



Savanna Nauman 5/24/24 1:55 PM

5/24/24

Job status changed to Appointment Scheduled and Added to Calendar (>3 hours) by Savanna Nauman.

Reply



Savanna Nauman 5/24/24 1:55 PM

EXHIBIT
15

EXHIBIT 16



RBZ00015
State Farm Fire and Casualty Company
Fire Claim File Print
File History Information

Route To:

BASIC CLAIM INFORMATION

Claim Number: 36-70R1-64Z
Date of Loss: 05-21-2024
Policy Number: 36-CL-H107-4
Named Insured: HURSH, BILLY

FILE HISTORY

File History - File Notes

04-29-2025 - 10:28 AM CDT **Performer:** Shed, Janice **Office:**PROX
File Note: Reviewed new mail. Petition recvd. Added Whitten
Participant: **COL / Line (Participant):** 35 / 001(Named Insured(s))
Category: Claim Note **Sub Category:**
Reviewed new mail. Petition recvd. Added Whitten Burrage as Plaintiff Counsel. Set up matter. Set calendar to confirm DC is assigned.

07-29-2024 - 3:28 AM CDT **Performer:** Feller, Conrad J **Office:**WDOKTUL
File Note: PENDING
Participant: **COL / Line (Participant):**
Category: Pending **Sub Category:**
PENDING File Note
Cov A: Close claim and COL 35/001 CWP – Field handling complete
Cov B: No claimed damage.
Cov C: N/a
Sub: N/a
Mortgagee (Dollar One Y/N): N

07-29-2024 - 3:23 AM CDT **Performer:** Feller, Conrad J **Office:**WDOKTUL
File Note: Inspection File Note
Participant: **COL / Line (Participant):**
Category: Investigation, Contact **Sub Category:**

Date: 05-01-2025

STATE FARM CONFIDENTIAL INFORMATION
Distribution on a Business Need to Know Basis Only

Page 1

EXHIBIT
16

SF.HURSH_000079

Wind/Hail Inspection**Type of Loss:** Hail**If a hail loss, QFC completed prior to the inspection:** Yes**Accuweather report details:** Hail size less than or equal to 1in**Date/Time of inspection:** 7/24 @ 11am**Met with (PH, CTR Name, if applicable):** CTR Bill Bond with Platinum Construction.**Endorsements apply:** No**Prior related losses/ISO:** Related Prior - 36-64D8-27T - COL 35 closed CWP in 2023 -**Hail damage to roof vents and gutters.****Inspection supports the current COL, Coverage Line and Comment Code:** Yes**Inspection Results:** Hail damage to roof vents, gutters and screens.**Coverage A (Narrative of damages if not documented in roof scope sheet and/or exterior scope sheet(s):** See Scope Sheet**Class 4 Hail Resistive Class Identified on Policy Screen:** No**Roof Material:** Laminate**Shingle Manufacturer:** Unknown**Color:** Brown**Exposure:** 5 5/8"**Roof repairable:** Yes**Existing/similar roof material available:** No**Dwelling:** Yes - Hail damage observed to the turtle vents and vent caps. Exterior hail damage observed to the eave gutters on all directional elevations - left elev screens.**Other Structures:** No**Interior:** No**Labor Minimums:** Yes - Labor minimums verified to be accurate.**GCO&P:** No - Complexity of repairs does not warrant additional oversight and coordination.**Depreciation:** Yes - Depreciation applied based on age and condition.**Replacement Cost paid:** No**Contract in File Documentation:** No**Coverage B - Personal Property:** No**Coverage C - Additional Living Expense (ALE):** No**Subrogation:** No - Damages are weather related, subrogation not warranted.**Salvage:** No**TPPOC (TX Only):** N/A**Explanation/Next Steps:** Completed estimate, spoke with Lacy Hursh, explained scope of SFE, DMG<DED, CWP and she understood. Issued closing documentation.**Called AO, spoke with Carla (SQOO) explained inspection results and she thanked for the call.****07-20-2024 - 6:48 PM CDT****Performer:** Feller, Conrad J**Office:**WDOKTUL**File Note:** PENDING**Participant:****COL / Line (Participant):****Category:** Pending**Sub Category:**

PENDING File Note

Cov A: Inspection 7/24 @ 11-12pm

Cov B: No claimed damage.

Cov C: N/a

Sub: N/a

Mortgagee (Dollar One Y/N): N

07-20-2024 - 6:47 PM CDT

Performer: Feller, Conrad J

Office:WDOKTUL

File Note: QFC

Participant:

COL / Line (Participant):

Category: Quality First Contact

Sub Category:

Fire Property QFC - Hail

Contact (who): Lacy Hursh

Policy Type: Homeowners

Deductible: \$ 3637

Endorsements that apply to loss: No

Prior related losses/ISO Details: Related Prior

Details on prior loss: 36-64D8-27T - COL 35 closed CWP in 2023 - Hail damage to roof vents and gutters.

Facts of Loss as provided by contact: Hail damage to roof and gutters. There is a leaking pipe in the attic but no interior water damage due to the leak.

Number of stories: 2

Steep/Walkable: Steep

Roofing Type: Laminate

Age of roof: Possibly 12 years old.

Siding Type: Brick Veneer

Age of siding: 1995

Accuweather Report Details: Hail size less than or equal to 1 in

Exterior damage: Yes; Hail damage to gutters

Interior damage: No

Mitigation performed: No

Uninhabitable: No

Power Outage: No

Food Loss: No

Personal Property: No

Subrogation: No

Mortgage company is correct: Yes

Mortgage company, Dollar One: No

Contractor: Yes

Added as participant: Yes

FIOT Results: 1. Proximity

REIAP Used: No

Explanation/Next Steps: Scheduled field inspection for 7/24 @ 11-12pm.

07-12-2024 - 8:53 AM CDT

Performer: Horn, Tobreshia

Office:AILRNONP

File Note: Claim Note

Participant:

COL / Line (Participant):

Category: Claim Note	Sub Category:
AO advised there will a special ladder for this particular roof	
File History - File Note System Generated	
07-29-2024 - 3:26 AM CDT	Performer: Feller, Conrad
Office: WDOKTUL	
System Generated File Note: CSA Instruction	
Participant:	COL / Line (Participant):
Category: Claim Note	
Bundle released by user: MYMR for Claim 36-70R1-64Z	
1 Print DOC TMPL: FC0011537	
1 Doc PrtSF07242024Customer Copy 393084940	
Documents Printed at Printer : PCQ2716.P27FIREPRINT02	
07-29-2024 - 3:25 AM CDT	Performer: Feller, Conrad
Office: SYSTEM	
System Generated File Note: FC0011537 - LOSS BELOW DEDUCTIBLE	
Participant: BILLY HURSH	COL / Line (Participant): BILLY HURSH
Category: Correspondence	
1 copy of LOSS BELOW DEDUCTIBLE was bundled by Conrad Feller on 07/29/2024	
07-25-2024 - 6:40 AM CDT	Performer: CCPCLM
Office: CORPSYS	
System Generated File Note: FIRE_ESTIMATE_INITIAL_EMAIL	
Participant: LACY M HURSH	COL / Line (Participant): LACY M HURSH
Category: Correspondence	
FIRE_ESTIMATE_INITIAL_EMAIL was automatically emailed to LACY.GOLD88@YAHOO.COM.	
07-25-2024 - 6:40 AM CDT	Performer: CCPCLM
Office: CORPSYS	
System Generated File Note: FIRE_ESTIMATE_PUSH	
Participant: BILLY HURSH	COL / Line (Participant): BILLY HURSH
Category: Correspondence	
Push message: "State Farm: Your claim estimate has been received. View the details here." was automatically sent to a mobile device.	
07-25-2024 - 6:40 AM CDT	Performer: CCPCLM
Office: CORPSYS	
System Generated File Note: FIRE_ESTIMATE_TEXT	
Participant: BILLY HURSH	COL / Line (Participant): BILLY HURSH
Category: Correspondence	
Text message: "State Farm: Hi Billy. Your estimate for claim 36-70R1-64Z is ready and can be viewed online here: https://st8.farm/tqeY7bIAKz or on our mobile app here: https://st8.farm/0eJCptlYH " was automatically sent to [REDACTED] 4620.	
07-20-2024 - 7:48 PM CDT	Performer: Feller, Conrad
Office: SYSTEM	
System Generated File Note: FC0016192	
Participant: BILLY HURSH	COL / Line (Participant): BILLY HURSH
Category: Correspondence	
FC0016192 - HOMEOWNERS BUILDING SETTLEMENT INFOGRAPHIC - AUTOMATED was automatically created and Imaged through Forms & Correspondence	
07-18-2024 - 5:27 PM CDT	Performer: Feller, Conrad
Office: WDOKTUL	
System Generated File Note: ON_DEMAND_CONTACT_ATTEMPT_ENGLISH_FIRE_TEXT	
Participant: BILLY HURSH	COL / Line (Participant): BILLY HURSH
Category: Correspondence	
Text message: "State Farm: Hi Billy, we'll call you shortly about claim 36-70R1-64Z. If you miss our call, you can call us at 866-787-8676 ext 8713." was automatically sent to [REDACTED] 4620 by alias MYMR.	
07-12-2024 - 9:02 AM CDT	Performer: CCPCLM
Office: CORPSYS	
System Generated File Note: FIRE_NCN_NI_SOLICIT_PREF_EMAIL	
Participant: LACY M HURSH	COL / Line (Participant): LACY M HURSH
Category: Correspondence	
FIRE_NCN_NI_SOLICIT_PREF_EMAIL was automatically emailed to LACY.GOLD88@YAHOO.COM.	
07-12-2024 - 9:02 AM CDT	Performer: CCPCLM
Office: CORPSYS	
System Generated File Note: FIRE_NCN_TEXT	

Participant: BILLY HURSH**COL / Line (Participant):** BILLY HURSH**Category:** Correspondence

Text message: "State Farm: Hi Billy. Visit <https://st8.farm/hKlcEqrNKt> to get contact information, upload photos and documents, view & manage your claim 3670R164Z." was automatically sent to [REDACTED] 4620.

07-12-2024 - 8:52 AM CDT

Performer: System - Claim File**Office:** System**System Generated File Note:** Weather Data**Participant:****COL / Line (Participant):****Category:** Claim Note

AccuWeather provides three years of hail history based on the Date Reported and Loss Location in the Facts of Loss tab.

<u>Date of Hail</u>	<u>Hail Size (inches)</u>
---------------------	---------------------------

07/04/2024	0.75
05/22/2024	1.0
05/21/2024	1.0
04/30/2024	0.75
04/28/2024	0.75
10/04/2023	1.5
09/23/2023	1.0
07/20/2023	1.0
06/17/2023	1.0
06/13/2023	1.0
06/03/2023	0.75
11/04/2022	0.75
07/28/2022	0.75
07/27/2022	0.75
06/08/2022	1.25
05/14/2022	0.75
05/12/2022	1.5
05/05/2022	0.75
05/02/2022	1.0
04/15/2022	0.75
12/05/2021	0.75
07/17/2021	1.0

Hail data listed was derived through an API call/interface with the external vendor Accuweather.

07-12-2024 - 8:52 AM CDT

Performer: System - Claim File**Office:** System**System Generated File Note:** Listed Property**Participant:****COL / Line (Participant):****Category:** New Claim

Identifying Description: Listed Property

Address: 1901 S DOGWOOD PL, BROKEN ARROW, OK, 740126345, USA

Indicate if the damage was caused by lightning: No

Did you lose power? No

Indicate: Has the caller indicated the named insured's home is uninhabitable or involves a total loss to a detached structure(s), based on the facts of loss or information they provided? If uncertain, ask the caller: No

Indicate if Water Removal & Restoration word track was read: No

Indicate if Catastrophe Deductible Word Track was read: No

Indicate if Temporary Repairs - Fire word track was read: No

Indicate if applicable deductible(s) were read: No

(Water Shut Off) To protect your property from further damage, turn off the water at the shut-off valve nearest the source of the leak: No

(Carpet) We suggest that you or a contractor extract the water from the carpet and remove the water-damaged pad: No

(Appliances) If safe to do so, unplug and remove all appliances in affected rooms: No

(Protect Furniture) If possible, move furniture and other personal property out of the affected rooms or place aluminum foil under legs of furniture that cannot be removed to prevent stains on the flooring. Pull draperies up and away from wet areas: No

(Faulty Product) If repairs are made, and a faulty product is the possible cause, please retain any damaged parts for your claim handler: No

Indicate if Temporary Repairs - Water Removal & Restoration word track was read: No

Indicate if Temporary Repairs - Hail word track was read: No

Indicate if Temporary Repairs - Wind was read: No

Indicate if Temporary Repairs - Wind & Hail was read: No

07-12-2024 - 8:52 AM CDT

Performer: System - Claim File

Office: System

System Generated File Note: Policy Details

Participant:

COL / Line (Participant):

Category: New Claim

Policyholder Address: 1901 S DOGWOOD PL, BROKEN ARROW, OK, 740126345, USA

Policyholder Type: Individual

Product Line: F

Policy Number: 36-CL-H107-4

Effective Date: 06/26/2023

Expiration Date: 06/26/2024

State and State Code: OK; 36

Indicate if Excess and Surplus: No

07-12-2024 - 8:52 AM CDT

Performer: System - Claim File

Office: System

System Generated File Note: Preliminary Information

Participant:

COL / Line (Participant):

Category: New Claim

Indicate if damage to any houses, structures, or buildings: No

Were any of your personal or business items damaged? No

07-12-2024 - 8:52 AM CDT

Performer: System - Claim File

Office: System

System Generated File Note: LACY HURSH; NI

Participant:

COL / Line (Participant):

Category: New Claim

Name: LACY HURSH

Email Address: lacy.gold88@yahoo.com

Were you/this person injured as a result of this loss? No

07-12-2024 - 8:52 AM CDT

Performer: System - Claim File

Office: System

System Generated File Note: BILLY HURSH; PNI

Participant:

COL / Line (Participant):

Category: New Claim

Name: BILLY HURSH

Email Address: lacy.gold88@yahoo.com

07-12-2024 - 8:52 AM CDT

Performer: System - Claim File

Office: System

System Generated File Note: Loss Details

Participant: Category: New Claim Reported by: State Farm Agent's Office Indicate if warm transferred from agent's office: No Indicate if the caller is filing this loss for record only: No Indicate the kind(s) of loss being reported: Hail, Wind Indicate, Is this a first-party injury claim? (injury to insured) Is this a first-party property claim? (damage to the insured's owned and insured property) Is this a third-party injury claim? (alleged injury to another person) Is this a third-party property claim? (alleged damage to another person's property): First Party Property Indicate if a Weather/Catastrophe loss? Yes Indicate if caller is requesting a Record Only letter to provide to a government agency: No Loss Location Category: Listed Property		COL / Line (Participant):
File History - Tasks		
04-29-2025 - 1:59 PM CDT Task: EC Suit Participant: Category: Calendar	Performer: Richwine, Carmen Office: PROX Status: Completed COL / Line (Participant): Sub Category:	
04-29-2025 - 10:25 AM CDT Task: File Documentation Package Participant: Category: New Mail Notifies the claim handler that new mail is ready to be reviewed.	Performer: Shed, Janice Office: PROX Status: Completed COL / Line (Participant): Sub Category: File Documentation	
04-29-2025 - 10:25 AM CDT Task: File Documentation Package Participant: Category: New Mail Notifies the claim handler that new mail is ready to be reviewed.	Performer: Shed, Janice Office: PROX Status: Completed COL / Line (Participant): Sub Category: File Documentation	
07-29-2024 - 3:28 AM CDT Task: MANAGEMENT CALENDAR Participant: Category: Calendar Task is set for a manager on the claim. Task is set to display every 180 days until the assignment is closed.	Performer: Hill, Demarcus W OK WD ECR Manager Team Office: WDOKTUL Status: Cleared COL / Line (Participant): Sub Category:	
07-29-2024 - 3:28 AM CDT Task: 45 DAY MANAGEMENT CALENDAR Participant: Category: Management 45-day, one time only Management Calendar.	Performer: Feller, Conrad J Office: WDOKTUL Status: Cleared COL / Line (Participant): 35 / 001() Sub Category: OAR	
07-16-2024 - 8:14 PM CDT Task: NEW CLAIM Participant: Category: New Claim Task to Claim Owner to review new claim.	Performer: Feller, Conrad J Office: WDOKTUL Status: Completed COL / Line (Participant): Sub Category: New Claim	
File History - File Changes		
04-30-2025 - 4:52 AM CDT Participant: File Change: ISO Match Report Received	Performer: ECS Receive ISO In Office: CORPSYS	

EXHIBIT 17

1 IN THE DISTRICT COURT OF OKLAHOMA COUNTY
2 STATE OF OKLAHOMA

3 BILLY & LACY HURSH,

4 Plaintiffs,

5 v.

Case No. CJ-2025-2626

6 STATE FARM FIRE AND
7 CASUALTY COMPANY;
8 MARK D. WELTY; and
9 MARK D. WELTY INSURANCE
10 AGENCY, INC.,

11 Defendants.

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DEPOSITION OF BILL BOND

TAKEN ON BEHALF OF THE DEFENDANTS

ON SEPTEMBER 22, 2026, AT 9:30 A.M.

IN TULSA, OKLAHOMA

EXHIBIT

17

REPORTED BY: Karen Dauphin Albert, CSR, RPR

PROFESSIONAL REPORTERS

800.376.1006
prereporters.com

1 APPEARANCES

2

3 On behalf of the PLAINTIFFS

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6 jsanders@whittenburrage.com

7

On behalf of the DEFENDANT STATE FARM FIRE AND

8 CASUALTY COMPANY

9 Lisa T. Silvestri

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12 -and-

13 Samuel J. Park

ALSON & BIRD

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Los Angeles, CA 90071

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16

17 On behalf of WITNESS BILL BOND:

18 Thomas Askew

RIGGS, ABNEY, NEAL, TURPEN, ORBISON & LEWIS

19 502 West 6th Street

Tulsa, Oklahoma 74119

20 (918) 587-3161

taskew@riggsabney.com

21

22 ALSO PRESENT: Addie Ray

23

24

25

1 damage -- there was storm damage, and there was
2 signs of an aging roof.

3 Q Okay. I want to go back in a minute to
4 how you ended up on the roof, but since you're
5 talking about the photos, because I was asking about
6 photos, if you look at page 5 of Exhibit 2, that's
7 where the photos provided by -- were those -- did
8 you say Mrs. Hursh sent those to you, the ROKE
9 photos?

10 A Yes, ma'am.

11 Q Okay. The photos provided to you from
12 ROKE Roofing. And I want to ask you, if you
13 could -- I'm going to give you a Sharpie. Could you
14 just start photo by photo on page 5 and circle storm
15 damage? Not other damage due to aging, signs of an
16 aging roof, but storm damage on the ROKE photos,
17 starting on page 5.

18 A I'm not going to insinuate that every
19 photograph in here has storm damage on it.

20 Q Well, no. You said you didn't take any
21 photos, Mr. Bond, because you had the photos from
22 ROKE Roofing; right?

23 A That's not why I didn't take any.

24 Q Okay. Why didn't you take any?

25 A I didn't feel it -- I don't know why I

1 didn't. I didn't feel like it was necessary for me
2 to.

3 Q But you didn't feel as a contractor,
4 recommending that she file a claim for a
5 storm-damaged roof, that you take photos to document
6 the damage that you say you saw on the roof that was
7 storm damage?

8 A Well, I recommended she file a claim and
9 have an adjuster out there to inspect the damage.

10 Q Okay. Well, let's start with page 5 on
11 those two photographs. Is it your testimony there
12 is or is not storm damage reflected on page 5, those
13 two photographs you received from Mrs. Hursh from
14 ROKE Roofing?

15 MR. SANDERS: Objection to the form.

16 THE WITNESS: Well, I would say I see what
17 appears to me to be a hail hit in the lower
18 left-hand corner of the second photograph.

19 Q (By Ms. Silvestri) Okay. And you've
20 circled that on the photograph?

21 A Didn't you ask me to do that?

22 Q Yeah. No. I wanted you to.

23 A Yeah.

24 Q I'm just making a record since there's not
25 a video of what's going on here.

1 A Yes.

2 Q Okay. So you've circled an area on page
3 5, the second photograph on the right, that you say
4 is a hail hit.

5 Is that all you see on page 5 that you
6 claim is storm damage?

7 A Well, I have to tell you that when you
8 have a surface of a shingle that has lost some
9 granules, it's sometimes difficult to identify the
10 depressions that are caused by hail hits because you
11 have lost some of your granule surface.

12 So this right here, I mean, right here in
13 the corner of this shingle right here, I'm not going
14 to circle it, but it could be -- it could be it's --
15 the granules are gone there.

16 If I was pushing on that, I might see that
17 the surface of the mid-section of the shingle is
18 softened or depressed.

19 Q When you're inspecting a roof, you
20 testified earlier that you take photos of the roof,
21 when you're inspecting it, if you see storm damage
22 that you want to document; correct?

23 A I testified I take pictures of storm
24 damage on some roofs, yes.

25 Q Well, wouldn't you take pictures on roofs

1 going to treat the inspection, but there was enough
2 damage that I thought it justified filing a claim,
3 even if it was, you know, a claim history, increase
4 of a claim, if it were my roof, I would be trying to
5 get it replaced.

6 **Q Okay.**

7 A I pay premiums. If there is damage, I
8 want to try to get it replaced, not pay for it out
9 of pocket.

10 **Q Did Mrs. Hursh get on the roof with you?**

11 A No.

12 **Q Did Mr. Hursh get on the roof with you?**

13 A No.

14 **Q And you took no photos to show them the**
15 **damage you thought was storm damage; right?**

16 A No. They trusted me to tell them whether
17 there was enough damage to justify a claim. I told
18 them there was a reasonable chance that they could
19 get the roof replaced.

20 I didn't tell them -- I didn't guarantee
21 them they could. I didn't guarantee them they would
22 not. I said, "You know, there is always a chance,
23 50/50 at least, that the adjuster who comes out here
24 is going to end up purchasing your roof, buying your
25 roof."

1 thought he would. Otherwise, I would have never
2 recommended that they file a claim.

3 Q Was there any portion of the roof -- let
4 me back up.

5 Were you watching the inspection the whole
6 time?

7 A Yes.

8 Q Do you have any way of -- did you document
9 -- I mean, we've got some texts, and we will go
10 through those, where you texted Mrs. Hursh during
11 the inspection and said you've been up there doing
12 it or the inspector had been there. That will kind
13 of give us a bit of a time frame. But other than
14 what might be reflected in the texts that we have,
15 do you have any documentation of how long you were
16 there for that inspection?

17 A No.

18 Q Okay. And you said the inspector may have
19 done a thorough inspection. So is it fair to say
20 there was no part of the roof that you felt the
21 inspector completely failed to inspect?

22 A I do not feel like he failed to inspect
23 anything.

24 Q He just didn't come to the conclusion you
25 thought he would?

1 Q **(By Ms. Silvestri) Did you at any point**
2 **send J.R. any documentation about the Hurshes' claim**
3 **or --**

4 A No. I don't recall sending him any
5 documentation. I probably told him, "I have a
6 potential customer that lives at" -- and, you know,
7 you usually want like a major intersection, say 81st
8 and 129th or 145th, wherever that is out there.

9 I would say, "Can you tell me on this
10 date, by looking at HailTracks" -- because I don't
11 have that program -- "what the size of the hail was
12 at that time?"

13 I'm sure I had a discussion with him about
14 that, and I'm sure I had a discussion with him about
15 what's the process in 2024, in the middle of 2024,
16 in regards to getting a reinspection.

17 Q **At this point you had known J.R.,**
18 **Mr. Phillips, for about eight years?**

19 A Eight, ten years.

20 Q **Okay. It sounds like Mr. Phillips is**
21 **pretty helpful for you. Is that correct?**

22 MR. SANDERS: Objection to the form.

23 THE WITNESS: Yes.

24 Q **(By Ms. Silvestri) I mean, you've**
25 **indicated, at least, you would reach out to him with**

1 Q Because he's busy?

2 A When he's in the field, yeah.

3 Q Would you say, based on your interaction
4 with him over the years, that he's good at what he
5 does?

6 A Absolutely.

7 Q Do you trust him with his determinations
8 of storm damage?

9 MR. SANDERS: Objection to the form.

10 THE WITNESS: Yes.

11 Q (By Ms. Silvestri) Okay. So you don't
12 believe you ever sent Mr. Phillips any photographs
13 or anything of the Hursh home?

14 A Not that I recall.

15 Q So you were just asking him more general
16 questions about the area that they lived and hail
17 and the storm and the reinspection process?

18 A Yes.

19 Q Okay. And I know you've had a chance to
20 look through these texts. Did you see where -- it
21 appears at some point -- well, I can represent to
22 you, and counsel for the Plaintiffs can correct me,
23 but on July 12, 2024, the Hurshes' agent called
24 State Farm to report a second claim on their roof.

25 Were you aware of that?

1 recollect who he was, but I don't recall being with
2 him on more than one, hers and maybe another one.

3 He may have -- sometimes when they come to
4 town, they're in town for six, eight, ten weeks. So
5 I might have been with him on another one.

6 Q Do you see your text on July 24th,
7 page 63, about the middle of the page, at 11:53
8 a.m.? Do you see that?

9 A Yes.

10 Q You said, "We are working it since about
11 10:45." Do you see that?

12 A Yes.

13 Q So he had been on the inspection at that
14 point a little over an hour; right?

15 A Yes.

16 Q Okay. "I hate to say he is not finding
17 much. Darn it."

18 So he was on the roof more than an hour
19 inspecting it; right?

20 A That's what this timeline would indicate,
21 yes.

22 Q I mean, you don't have a recollection of
23 anything differently than this timeline says; right?

24 A No.

25 Q I mean, you wouldn't have any reason to

1 it just seemed like that maybe we weren't going to
2 get anywhere. So I began to get discouraged whether
3 we were going to get a reinspection.

4 Q As a roofer, do you think it's reasonable
5 for State Farm to request documentation of what
6 you're saying is on the roof in order to send
7 another adjuster out?

8 A Well, if they request documentation, then
9 I provide it, and I have before, and they've come
10 out, and they've changed their opinion, or someone
11 else looked at it and chose to replace the roof.

12 State Farm has been very, very, very good
13 on my claims for all these years as far as -- not
14 just on reinspections. They're just thorough.

15 Q Is this the first time you've had an
16 issue?

17 A It's not the first time.

18 Q How many have you had an issue with?

19 A I don't know. I could probably count them
20 on one hand.

21 Q All of the other claims besides the ones
22 you can count on one hand with State Farm, you've
23 had a -- how would you say it? I don't want to put
24 words in your mouth.

25 A Excellent. I have an excellent background

1 with State Farm on the bulk of my claims I've ever
2 been involved in.

3 Q Does that include the claims in the last
4 several years?

5 A Well, there has been a few in the last
6 several years that I thought, you know, we might
7 have a chance on.

8 My record, when I recommend a claim, is
9 very, very high on getting them approved for
10 replacement. In the last few years, it seems like
11 my record has -- my percentages have slipped some.

12 Q Did you speak with J.R. Phillips about
13 that?

14 A No.

15 Q Or anyone at State Farm?

16 A I may have talked to an adjuster. I see
17 all different kinds of adjusters. I see local
18 adjusters, catastrophe adjusters. I see independent
19 adjusters on claims, and I'm sure I've had
20 discussions with some of them. But I didn't talk to
21 J.R. Phillips or anybody internally regarding, you
22 know, whether they have policy changes or what have
23 you.

24 I may have mentioned to some clients that
25 I thought that they might have changed their

1 should probably say "...before I ask you to submit a
2 reinspect request."

3 So at that time, I told her I was talking
4 to a Tulsa firefighter who lived less than a mile
5 away. He was denied on first inspection by the same
6 adjuster and then had another adjuster come out from
7 San Antonio on the second inspection by an Oklahoma
8 adjuster, and they bought and totaled the roof.

9 Q So what does that text mean? That you're
10 trying to figure out another angle to requesting a
11 reinspection?

12 A No, not necessarily trying to figure out
13 another angle. I'm trying to see what's going on
14 with that storm in the area, and I found out about a
15 Tulsa firefighter, who lived fairly close by, who
16 got a totaled roof on a reinspect, second
17 inspection, that was denied initially.

18 Q Okay. And then the next page, page 67,
19 you talk about a final determination on another one.

20 Oh, back up a second. Was that a State
21 Farm claim --

22 A Yes.

23 Q -- on August 19?

24 A I'm not sure, but I think it was. I don't
25 think I would have been trying to compare other

1 companies.

2 Q So at least as far as you understood,
3 someone in Tulsa had requested a reinspect on a
4 State Farm claim that was denied, and then on the
5 reinspection, the roof was totaled?

6 A Approved for a replacement, yes. Uh-huh.

7 Q Okay. And then page 67, at the top you
8 tell her you're still waiting on another roof not
9 far from her?

10 A Yeah. I had a client that was a State
11 Farm insured that we met the adjuster, and he bought
12 half of the roof.

13 Q I think you talk about that earlier down
14 in the same page.

15 A Yeah. So we had a visit scheduled with an
16 adjuster that was coming up, and I told them I was
17 waiting on their final determination on another one,
18 all related to the same storm date of May 24th, and
19 we'll see how this one goes.

20 Q And that was the one where half of the
21 roof was paid for?

22 A He basically paid for two slopes, and the
23 other two he denied the claim on them.

24 Q So did Mr. Phillips tell you that you
25 needed to submit photographs to support a

1 know, "If you want to get a new roof, you probably
2 just need to put one on."

3 I felt like I was beating a dead horse by
4 this time.

5 Q Did you ever have anything in writing from
6 any of those folks on these new guidelines?

7 A I don't think so. Just verbal.

8 Q Did you have any discussions with any of
9 those State Farm folks about the new guidelines or
10 their opinions about them or anything?

11 A Not that I recall.

12 Q Have you ever looked at the Petition in
13 this case?

14 A I don't think I have.

15 Q Have you heard allegations of a scheme by
16 State Farm?

17 A I have heard allegations of a scheme --

18 Q Do you have any knowledge --

19 A -- just recently in the news.

20 Q I'm sorry. I didn't mean to interrupt
21 you.

22 A Just news reports.

23 Q Just what you have heard on the news?

24 A Yeah.

25 Q Is that the extent of your -- I mean, do

1 **you have any knowledge of a scheme?**

2 A Personal knowledge?

3 Q **Yes.**

4 A No.

5 Q **I mean, has anyone from State Farm ever**
6 **told you anything about trying to limit to a certain**
7 **number of roof replacements or anything?**

8 A 100 percent, no.

9 Q **No?**

10 A They have not.

11 Q **Okay. We looked at some Elliott photos,**
12 **Elliott Roofing photos earlier. Do you know Elliott**
13 **Roofing?**

14 A I know who they are. I don't know anybody
15 there.

16 Q **Okay.**

17 A I know it's a well-thought-of company here
18 in town that specifically does roofs. That's all
19 they do.

20 Q **Okay. So from your knowledge, they have a**
21 **good reputation?**

22 A Absolutely.

23 Q **Is there anyone else at State Farm besides**
24 **the adjuster, Mr. Feller, that you met with the day**
25 **of the inspection, or Mr. Phillips, that you had any**

1 anyone for participating in the Hursh lawsuit?

2 A No.

3 MS. SILVESTRI: I need just a few minutes
4 to make sure whether I've got anything else, if
5 that's okay. Sorry to take another break.

6 MR. SANDERS: Oh, no.

7 (Break from 2:48 p.m. to 2:55 p.m.)

8 Q (By Ms. Silvestri) I put Exhibit 2 in
9 front of you, Mr. Bond.

10 A Uh-huh.

11 Q If you will look at page 68, please.

12 A Uh-huh.

13 Q I kind of got sidetracked when I was
14 asking you about this page earlier, and I did want
15 to ask you.

16 If you look at page 68, a little above the
17 middle of the page, 10/2/2024, a text from you to
18 Mrs. Hursh with the time of 10:22:01.

19 A Uh-huh.

20 Q Do you see that?

21 A I do.

22 Q Okay. You tell her that, "Most everyone
23 looking at the pictures are so taken back by the
24 amount of granule loss that they are not seeing any
25 significant hail hits."

1 **Do you see that?**

2 A I don't, but I've seen it before. You say
3 it's halfway up the page?

4 **Q About --**

5 A Yeah. I see it, yeah. Okay. I see it.

6 **Q First of all, can you tell me who you**
7 **recall you were showing pictures to?**

8 A Adjusters and roofing contractors.

9 **Q Okay. What adjusters?**

10 A Adjusters that I was running into on job
11 sites.

12 **Q So you were taking the Hursh pictures with**
13 **you to job sites?**

14 A No. I have them on my phone. I can pull
15 up a page and it will show them the pictures of
16 those shingles. "See this granule loss. Do you see
17 any hail damage in here?"

18 A lot of them were saying there is so much
19 granule loss, it's difficult to see.

20 **Q So the way that text -- is what that text**
21 **saying, these folks you were showing the pictures to**
22 **saw a bunch of significant -- they were taken aback**
23 **by all the granule loss they saw --**

24 A It was difficult for them to see hail hits
25 in the pictures because the granule loss is so

1 distinct.

2 Q So people could not see hail hits in the
3 photos? They saw a lot of granule loss?

4 A Correct.

5 Q Okay. And these were adjusters. Do you
6 remember their names?

7 A No. I don't remember who they were.

8 Q Okay. What about roofing contractors?
9 Who were you talking to? Roofing contractors?

10 A Guys that do roofs for me.

11 Q Oh, your --

12 A Installers, yeah.

13 Q Your crews?

14 A Yeah.

15 Q Okay. Other than --

16 A Because they see them all the time.
17 They're on them every day.

18 Q So the guys that do roofs for you were
19 seeing --

20 A They were just saying, "There is a lot of
21 granule loss here. It's hard to see."

22 Q If you will let me finish.

23 MR. ASKEW: Let her finish the question.
24 You're killing my court reporter over there.

25 Q (By Ms. Silvestri) So you showed them to

1 **more than one crew, roofing crew?**

2 A I probably showed it to a couple, yeah.

3 Q **Okay. So Armando, what's his last name?**

4 A Aguirre.

5 Q **Oh, that is his last name?**

6 A Yeah.

7 Q **Okay. And what about your other crew?**

8 **Who else did you show it to?**

9 A Oh, probably, it very well could have been
10 one of his sons.

11 Q **Does he have a second crew?**

12 A Yeah. He has multiple crews.

13 Q **Under the same roofing company?**

14 A Yes.

15 Q **Does he have multiple sons running**
16 **multiple crews?**

17 A Yeah. He has one name Neric and one named
18 Armando, Jr.

19 Q **What was the first name?**

20 A Neric, N-E-R-I-C. They have different
21 roles.

22 Q **Okay. And are you saying that all of**
23 **those crews of yours that looked at the photos saw a**
24 **lot of granule loss and no hail?**

25 A I don't remember what I -- I would have to

1 Q Let's say since 2020, when the Hurshes
2 bought this house. Do you have an estimate of how
3 many per year you were putting on?

4 A Oh, from 2020 to now, say, 12 to 15.

5 Q Per year?

6 A Yeah.

7 Q How many of those 12 to 15 were
8 State Farm, if you know?

9 A Oh, maybe 25 percent of them.

10 Q Okay.

11 A I have a banker -- my banker here in
12 town -- I know you're not asking me this question,
13 but it's -- so I put his roof on three times in 15
14 years, replaced it on a big, giant home in south
15 Tulsa, and it was insurance losses each time. And I
16 know the last time it was State Farm. I think the
17 time before that was. I mean, I'm talking about
18 big, you know, \$50,000, \$60,000 roofs.

19 I have a doctor friend in Oklahoma City, a
20 hand surgeon. I've replaced his roof three times in
21 15 years, and it was over \$100,000 each time, just
22 on his roof replacement.

23 Some parts of town -- or the state just
24 gets hammered, and these two guys are unlucky. But
25 those -- some of those were State Farm claims over

1 replaced, because the whole roof got replaced. Some
2 of the wood rot remained after the roof and may
3 still be today, for all I know.

4 Q Thank you for that.

5 There was some testimony earlier about
6 when you, in fact, gave the opinion to the Hurshes
7 that they should file a claim that there was a 50/50
8 shot.

9 Do you recall testimony and several
10 questions about there being a 50/50 shot?

11 A Yes.

12 Q Is that 50/50 shot due, in part, because
13 as part of that equation is the insurance company
14 and whether or not they're going to approve the
15 claim?

16 MS. SILVESTRI: Object to the form of the
17 question.

18 THE WITNESS: Part of my percentages I put
19 out there to a client is always -- some of it has to
20 be based on the insurance company because they're
21 the ones making the ultimate decision. But I don't
22 recommend they file a claim if I don't think there
23 is a 50/50 chance or greater.

24 Like, if I think there is a 25 percent
25 chance we're going to get it, then I'd say, "Hey,

1 we're just going to sit on this, or you're going to
2 have to pay out of pocket."

3 I feel like I need a 50/50 chance or
4 greater, and then that's all based on who I get, you
5 know, what they see, you know. Like I said, I've
6 seen them way worse and not get approved, and I've
7 seen them with way less damage that got approved
8 within minutes of being on the roof.

9 There's some subjectivity. Every one of
10 us in here is human, and you know we look at things
11 slightly different.

12 Q (By Mr. Sanders) Right. I understand
13 that.

14 Did you give a fair, honest, and accurate
15 opinion of what you observed as to the Hursh roof
16 damage?

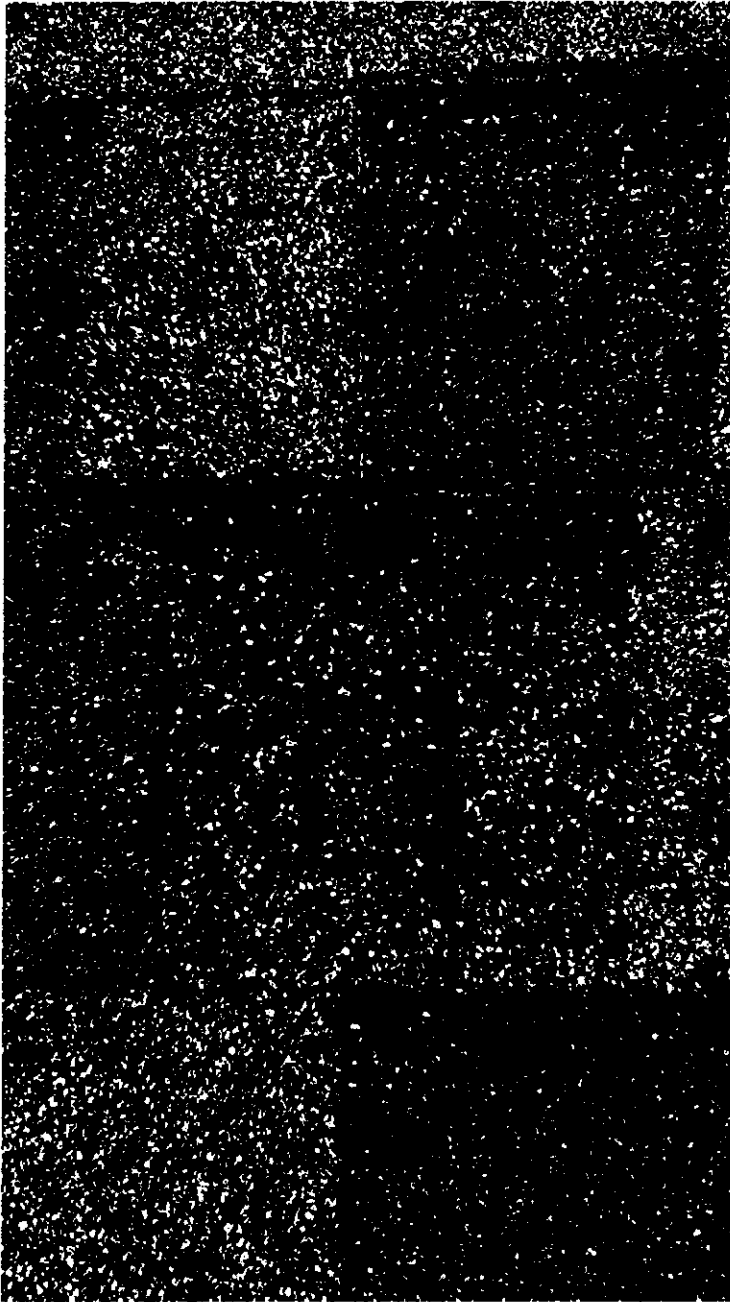
17 A Fair, honest, and accurate opinion to who?

18 Q To Billy and Lacy Hursh.

19 A Yes. I recommended that they file a claim
20 and try to get some help from the insurance company
21 because the roof, in my opinion, had hail damage.

22 Q And is it correct that Mrs. Hursh
23 communicated to you that some other roofing
24 contractors had also observed damage to the Hursh
25 roof?

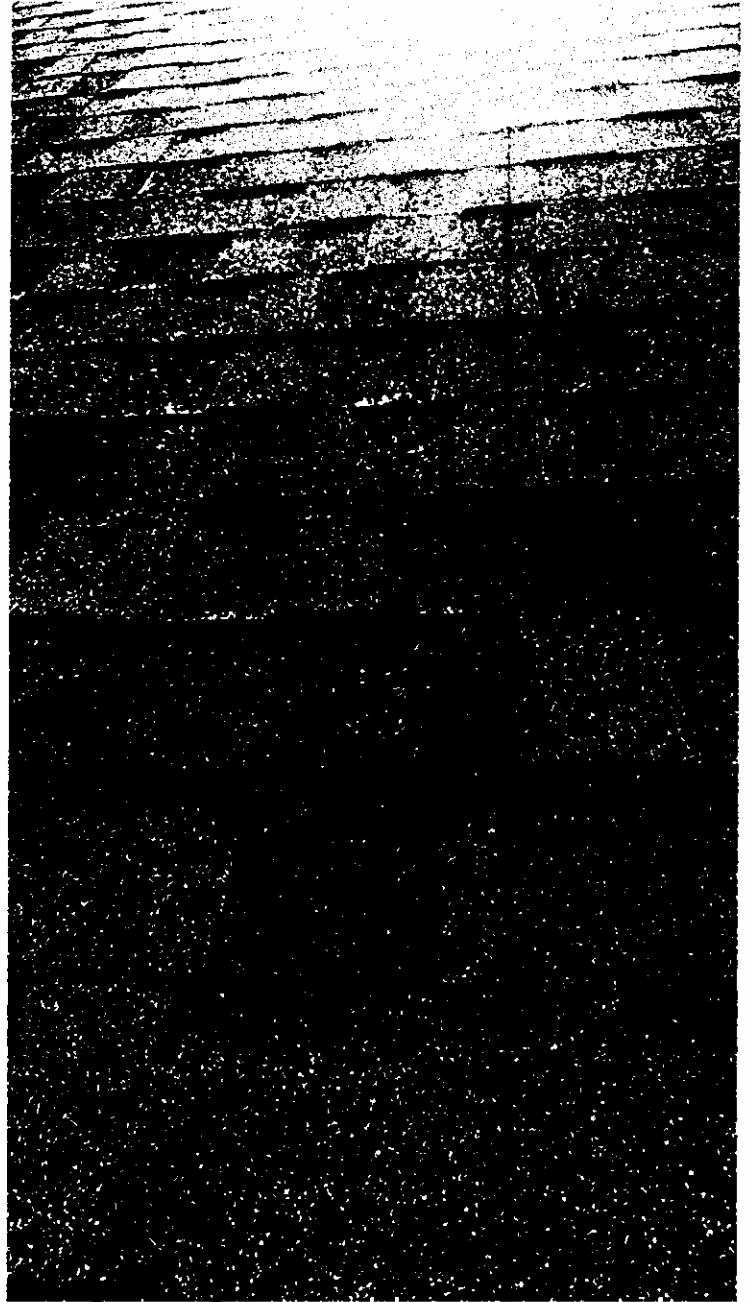
EXHIBIT 18



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Uploaded By: Randy James



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Upload Date: Wednesday, May 29, 2024 9:28 AM

Uploaded By: Randy James

EXHIBIT
18

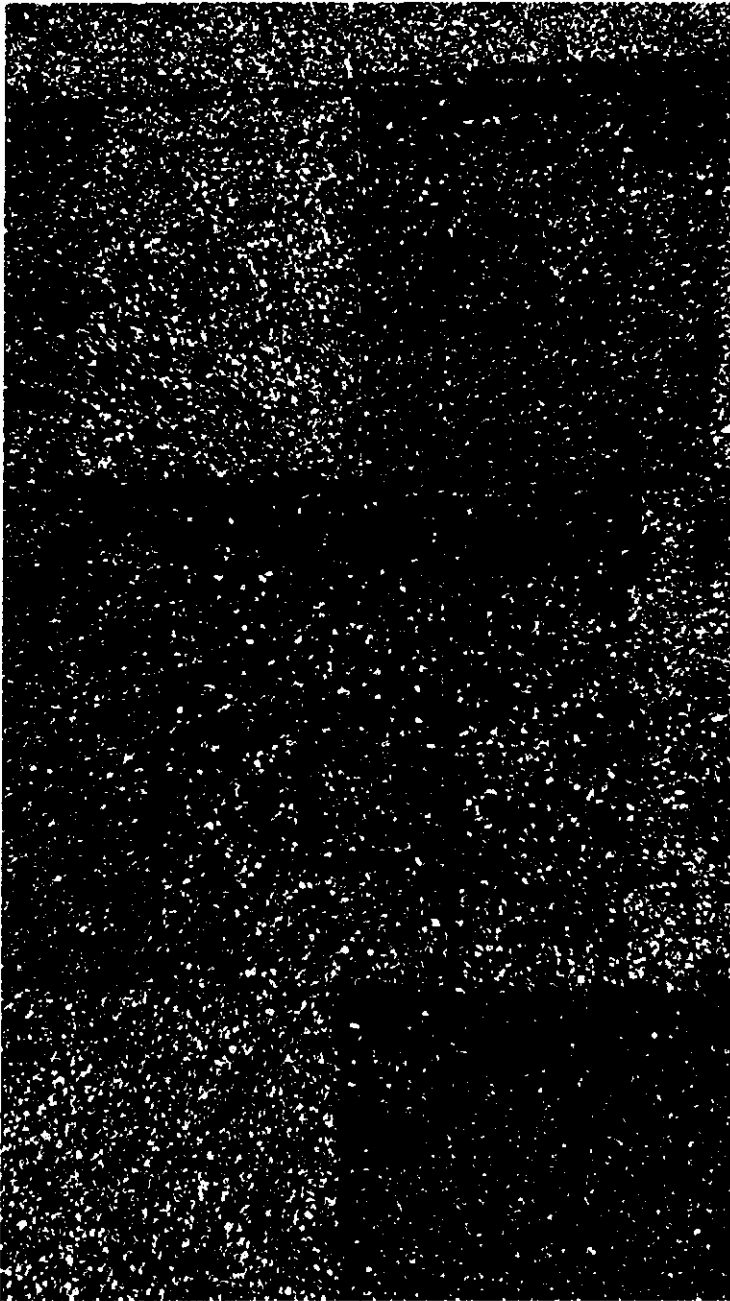
Lacy Hursh

Job Location: 1901 South Dogwood Place Broken Arrow, Oklahoma 74012

Platinum - 000005



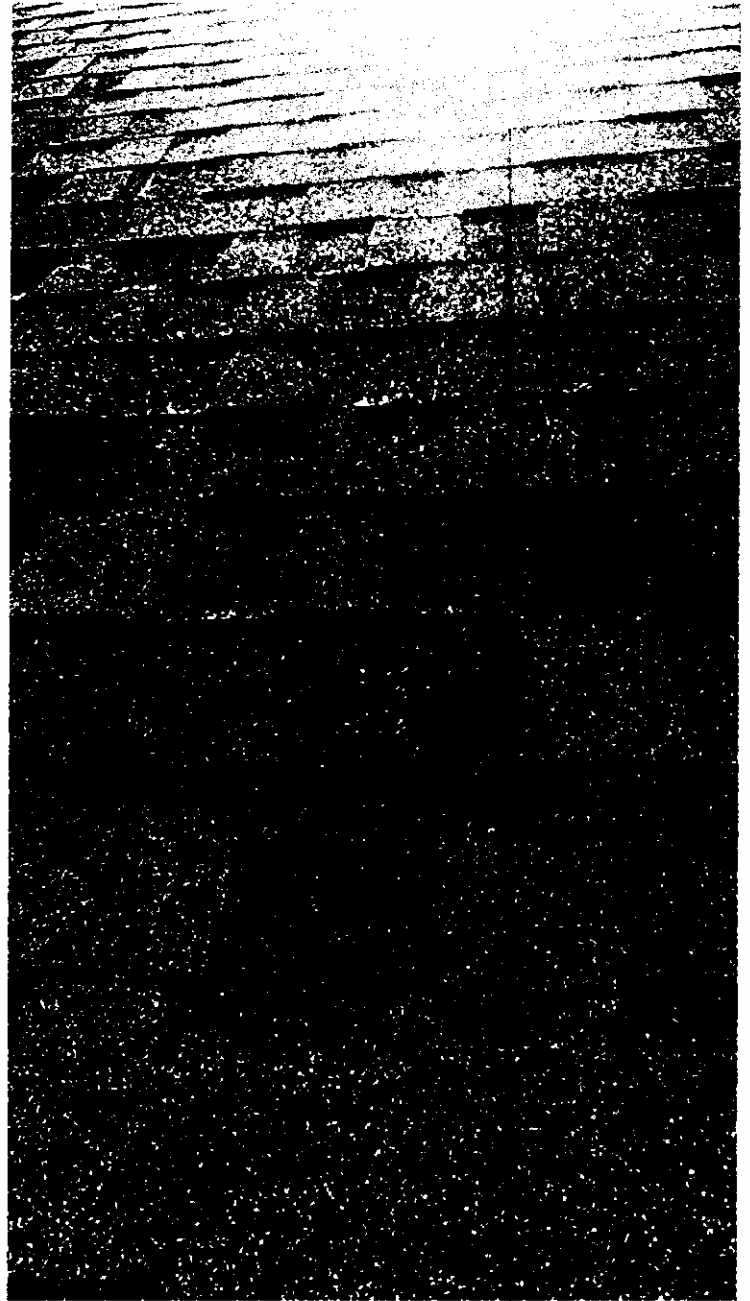
ROKE Roofing & Construction
8516 E. 101st St., Tulsa, OK 74133



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Uploaded By: Randy James



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Upload Date: Wednesday, May 29, 2024 9:28 AM

Uploaded By: Randy James

Lacy Hursh

Job Location: 1901 South Dogwood Place Broken Arrow, Oklahoma 74012

Platinum - 000029

EXHIBIT 19

July 29, 2024

Billy Hursh
Lacy Hursh
1901 S Dogwood Pl
Broken Arrow OK 74012-6345

State Farm Claims
PO Box 106169
Atlanta GA 30348-6169

RE: Claim Number: 36-70R1-64Z
 Date of Incident: May 21, 2024
 Policy Number: 36CLH1074
 Insured: Billy Hursh & Lacy Hursh

Dear Billy Hursh & Lacy Hursh:

Thank you for the opportunity to review your Homeowners claim. We have completed our evaluation of your claim and have determined your loss does not exceed your \$3,637.00 deductible. Therefore, we are unable to make a payment on this claim. Please see the enclosed estimate of damages for your personal records.

While State Farm® has inspected your residence, an inspection of the interior of your home did not occur. You advised that there was no interior damage in your home and, thus, no reason for State Farm to inspect the interior. If you become aware of interior damage you believe may relate to this loss, or would want State Farm to inspect the interior of your home, please contact me as soon as possible to schedule an inspection.

If you have questions or need assistance, call us at (866) 787-8676 Ext. 8713.

Sincerely,

Conrad J Feller
External Claim Resource - Pilot
(866) 787-8676 Ext. 8713

statefarmfireclaims@statefarm.com

For your protection, when emailing State Farm, please do not include sensitive personal information such as Social Security Number, credit/debit card number (financial account number), driver's license number, or health/medical information in an email. Please contact us at (866) 787-8676 Ext. 8713 to discuss sensitive information.

State Farm Fire and Casualty Company

Enclosure: Estimate

EXHIBIT
19

HURSH_000003



State Farm
P.O. Box 106169
Atlanta, GA 30348-6169
Fax: 1-844-236-3646
statefarmfireclaims@statefarm.com

Structural Damage Claim Policy

This estimate is priced based on estimated market pricing for the cost of materials, labor, and other factors at the time of the loss.

Adjustments in market pricing and timing of the repairs may impact the final cost of covered repairs. Should you or the contractor you select have questions concerning our estimate, please contact us. If your contractor's estimate is higher than ours, you should contact us prior to beginning repairs. State Farm will work with you and your contractor to determine the actual and necessary cost of covered repairs at the time repairs will be completed, subject to policy terms, conditions and limits.

- We want you to receive quality repair work to restore the damages to your property.
- We will provide you with a detailed estimate of the scope of the damage and costs of repairs. Should the contractor you select have questions concerning our estimate, they should contact your claim representative directly.
- Depending upon the complexity of your repair, our estimate may or may not include an allowance for general contractor's overhead and profit. If you have questions regarding general contractor's overhead and profit and whether general contractor services are appropriate for your loss, please contact your claim representative before proceeding with repairs.
- There may be building codes, ordinances, laws, or regulations that affect the repairs of your property. These items may or may not be covered by your policy. Please contact your claim representative if you have any questions regarding coverage which may be available under your policy.
- State Farm® cannot authorize any contractor to proceed with work on your property. Repairs should proceed only with your authorization.
- State Farm does not guarantee the quality of the workmanship of any contractor or guarantee that the work will be accomplished within any specific time frame.
- It is understood that the contractor is hired by you, our insured, and that they work for you - not State Farm.

If you have any questions or need additional information regarding your claim, please contact your claim representative immediately.



Building Estimate Summary Guide

This summary guide is based on a sample estimate and is provided for reference only.

Please refer to the estimate for specifics of your claim.

State Farm Insurance

Insured: Smith, Joe & Jane
 Property: 1 Main Street
 Anywhere, IL 00000-0000
 Type of Loss: Other
 Deductible: \$1,000.00

Estimate: 00-0000-000
 Claim number: 00-0000-000
 Policy Number: 00-00-0000-0
 Price List: ILBL8F_MAR 13
 Restoration/Service/
 Remodel
 F = Factored In,
 D = Do Not Apply

Summary for Dwelling

Line Item Total [1]			\$,953.10
Material Sales Tax	@	10.000% x 1,520.00	
Subtotal			\$,105.10
General Contractor Overhead [2]	@	10.0% x 6,105.10	610.51
General Contractor Profit	@	10.0% x 6,105.10	
Replacement Cost Value (Including General Contractor Overhead and Profit) [3]			7,326.12
Less Depreciation (Including Taxes) [4]			(832.50)
Less General Contractor Overhead & Profit on Recoverable [5]			
Non - recoverable Depreciation			(166.50)
Less Deductible [5]			
Net Actual Cash Value Payment [8]			

Maximum Additional Amounts Available If Incurred:

Total Line Item Depreciation (Including Taxes) [4]		832.50
Less Non - recoverable Depreciation (Including Taxes) [7]		
Subtotal		312.50
General Contractor O&P on Depreciation		166.50
Less General Contractor O&P on Non - recoverable Depreciation		
Subtotal		
Total Maximum Additional Amounts Available If Incurred [8]		
Total Amount of Claim If Incurred [9]		

Claim Representative

ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND LIMITS OF YOUR POLICY.

1. Line Item Total – Total value of all line items in the estimate plus possible adjustments for labor minimums. Labor Minimum is to cover a certain minimum number of hours for drive-time, set up time and applicable administrative costs and repairs.
2. General Contractor's Overhead and Profit – General contractor's charge for coordinating your repairs.
3. Replacement Cost Value (RCV) – Estimated cost to repair or replace damaged property.
4. Depreciation – The decrease in the value of property over a period of time due to wear, tear, condition, and obsolescence. A portion or all of this amount may be eligible for replacement cost benefits.
5. Deductible – The insurer will pay for losses, up to the policy limits, in excess of your applicable deductible.
6. Net Actual Cash Value Payment (ACV) – The repair or replacement cost of the damaged part of the property less depreciation and deductible.
7. Non Recoverable Depreciation – Depreciation applied to items that are not eligible for replacement cost benefits.
8. Total Maximum Additional Amount If Incurred – Total amount of recoverable depreciation after actual repair or replacement of the property.
9. Total Amount of Claim If Incurred – Total amount of the claim, including net actual cash value payment and total maximum additional amount available if incurred.

State Farm

HURSH, BILLY

36-64D8-27T

Insured: HURSH, BILLY
Property: 1901 S DOGWOOD PL
BROKEN ARROW, OK 74012-6345
Cellular: [REDACTED] 4620
Type of Loss: Hail
Deductible: \$3,637.00
Date of Loss: 10/4/2023
Date Inspected: 3/12/2024

Estimate: 36-64D8-27T
Claim Number: 3664D827T
Policy Number: 36CLH1074
Price List: OKTU28_OCT23
Restoration/Service/Remodel

Summary for Coverage A - Dwelling - 35 Windstorm and Hail

Line Item Total	1,398.69
Material Sales Tax	48.18
Replacement Cost Value	1,446.87
Less Deductible	(3,637.00)
Replacement Cost Value Total	(2,190.13)
Net Payment	\$0.00

Phillips, J.R.
918-288-3354

ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND LIMITS OF YOUR POLICY.

A residential or commercial roofing contractor providing repairs or improvement services to be paid by an insured from the proceeds of a property or casualty insurance policy shall not, as an inducement to the sale or provision of goods or services to an insured, advertise or promise to pay, directly or indirectly, all or part of any applicable insurance deductible or offer to compensate an insured for providing any service to the insured. If a roofing contractor violates the provisions of this section, the insurer to whom the insured tendered the claim shall not be obligated to consider the estimate prepared by the roofing contractor. Every roofing contractor shall provide a written notification of the requirements of this section with its initial estimate. The adjuster or insurer shall provide a written notification of the requirements of this section in the initial estimate relating to the claim.

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

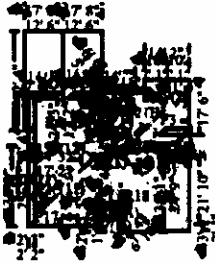
State Farm

HURSH, BILLY

36-64D8-27T

Source - Eagle View

Source - Eagle View



ROOF1

4,309.37 Surface Area
181.72 Total Hip Length

43.09 Number of Squares
65.87 Total Ridge Length

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV
R&R Roof vent - turtle type - Metal	2.00 EA	68.42	3.88	140.72
R&R Rain cap - 4" to 5"	1.00 EA	47.28	2.28	49.56
R&R Gutter / downspout - aluminum - up to 5"	104.00 LF	8.64	42.02	940.58

Small impacts found to rear and left guttering and 2 downspouts only

No hail damage found to shingles of any slopes. No storm created opening found to any slopes of the roof. Granule loss, deterioration found to all slopes due to age and improper ventilation. Areas marked by roofer for consideration are not consistent with hail impacts. Roof appears to be in fair overall condition. Pea size hail dents found to soft metal vents which are more prone to damage by smaller hail stones.

Totals: ROOF1 **48.18** **1,130.86**

Area Totals: Source - Eagle View

2,379.42 Exterior Wall Area

4,309.37 Surface Area

65.87 Total Ridge Length

43.09 Number of Squares

181.72 Total Hip Length

Total: Source - Eagle View **48.18** **1,130.86**

Area Totals: Source - Eagle View

2,379.42 Exterior Wall Area

4,309.37 Surface Area

65.87 Total Ridge Length

43.09 Number of Squares

181.72 Total Hip Length

Total: Source - Eagle View **48.18** **1,130.86**

Labor Minimums Applied

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV
Roofing labor minimum	1.00 EA	316.01	0.00	316.01

Totals: Labor Minimums Applied **0.00** **316.01**

Date: 3/12/2024 8:34 AM

Page: 4

HURSH_000007

State Farm

HURSH, BILLY

36-64D8-27T

Line Item Totals: 36-64D8-27T	48.18	1,446.87
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Grand Total Areas:

2,379.42	Exterior Wall Area	
4,309.37	Surface Area	43.09 Number of Squares
65.87	Total Ridge Length	181.72 Total Hip Length

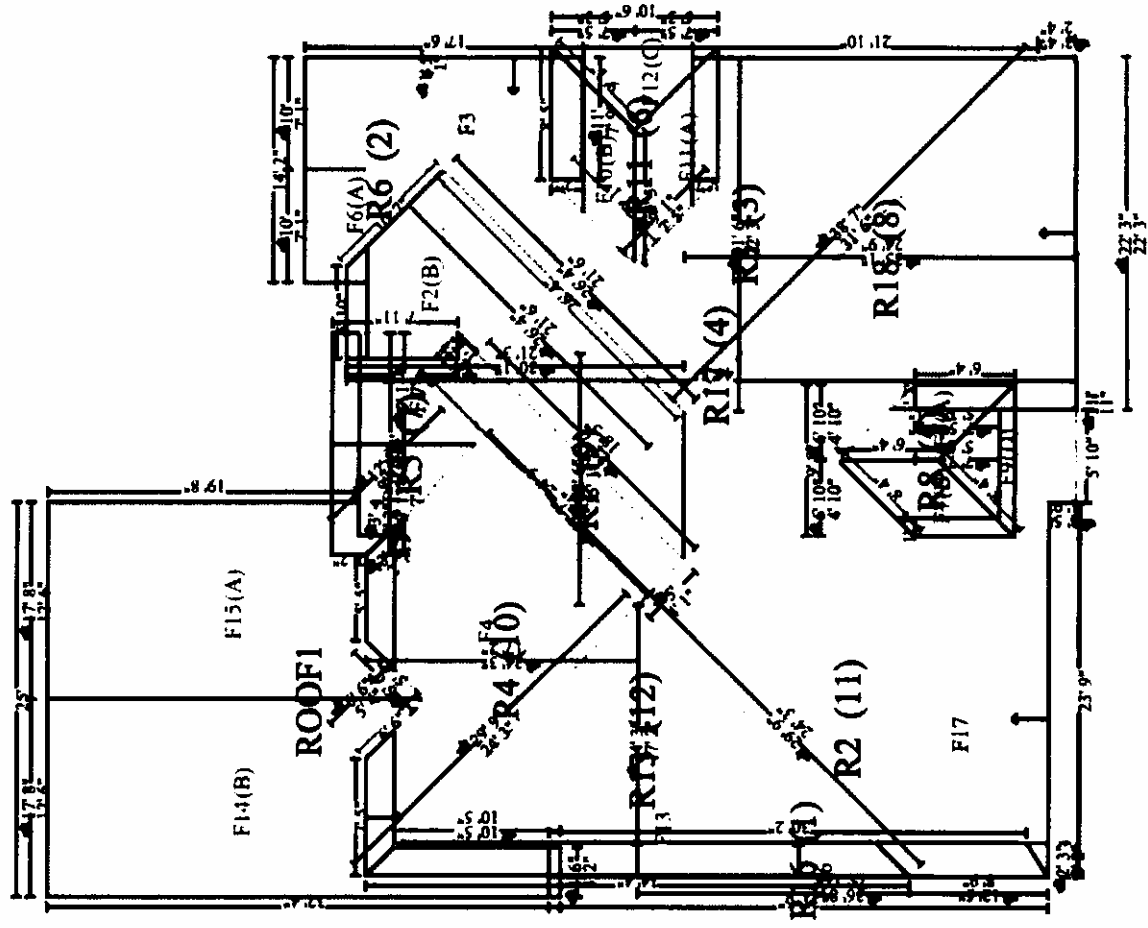


EXHIBIT 20

**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

**PLAINTIFF LACY HURSH'S OBJECTIONS, ANSWERS, AND RESPONSES TO
DEFENDANT STATE FARM FIRE AND CASUALTY COMPANY'S
FIRST SET OF DISCOVERY REQUESTS**

Pursuant to the Oklahoma Discovery Code, and subject to the Preliminary Statements, Objections to Defendant's Instructions and Definitions, and Specific Objections stated below, Plaintiff, Lacy Hursh("Plaintiff"), by and through her undersigned counsel, hereby submits the following objections, answers, and responses to Defendant State Farm Fire and Casualty Company's ("Defendant" or "State Farm") First sets of Requests for Interrogatories, Requests for Production, and Request for Inspection to Plaintiff.

The failure of Plaintiff to object on a particular ground to a specific Interrogatory or Request for Production should in no way be construed to be a waiver of Plaintiff's rights to object on additional grounds to supplement her objections and answers at a later time after further investigation.

The following answers/responses are based upon facts and information known by Plaintiff to the best of her recollection. Plaintiff reserves the right to supplement, modify and/or

EXHIBIT 20

amend these answers along with the objections set forth herein, in accordance with the Oklahoma Discovery Code. Plaintiff asserts the Preliminary Statements, Objections to Instructions and Definitions, as well as the general and specific objections set forth below in order to preserve her objections. Without waiving any objections, Plaintiff's counsel intends to communicate and cooperate in good faith with Defendant's counsel to address any issues or disputes concerning Plaintiff's answers/responses, and objections.

PRELIMINARY STATEMENT

Plaintiff states that, after a reasonable search and inquiry, she has made a good faith effort to respond to these discovery requests based upon information presently available. Plaintiff also reserves the right to amend these answers at any time additional information may become available in the future.

GENERAL OBJECTIONS

1. Each of the following answers and responses are made without waiving any objections Plaintiff may have with respect to the subsequent use of these answers, responses or the documents referred to herein and Plaintiff specifically reserves (a) all questions as to the competency, privilege, relevancy, materiality, and admissibility of said answers, responses, or documents, (b) the right to object to the uses of said answers, responses, or documents, (c) the right to object to the uses of said answers, responses or documents in any lawsuit or proceeding on any or all of the foregoing grounds or on any other proper ground, (d) the right to object on any and all proper grounds, at any time, to other discovery procedures involving or related to said answers, responses or documents, and (e) the right, at any time, upon proper showing, to revise, correct or clarify any of the following answers or responses.

2. Plaintiff objects to any of Defendant's instructions, requests and /or definitions to the extent that they may misstate or seek to impose obligations or requirements greater than those imposed by the Oklahoma Discovery Code.

3. Plaintiff objects to Defendant's requests to the extent they seek or call for information which is protected from discovery and privileged by reason of (a) the attorney-client privilege, (b) the work product doctrine, (c) the trial preparation doctrine, or (d) any other applicable discovery rule or privilege. Further, Plaintiff does not waive privilege to any privileged document or information, or portion thereof, which may be inadvertently furnished or provided, it being the intent of Plaintiff not to waive any privilege that might exist. Plaintiff objects to any request by the Defendant which purports to require the creation of documents that do not exist.

4. Any statement that a document or documents will be produced means that such documents will be produced only to the extent that they are not privileged, and if they do, in fact, exist.

5. Where the answer to a discovery request propounded by Defendant may be derived or ascertained from the documents which will be produced by Plaintiff, and the burden of deriving or ascertaining the answers is substantially the same, Plaintiff reserves the right to refer Defendant to such documents and records.

6. Where Plaintiff refers Defendant to the documents which will be produced by Plaintiff for the purposes of responding to any discovery request, such production of documents and information shall also be subject to all of the objections and conditions set forth in Plaintiff's responses to Defendant's requests for production of documents, and all such objections and

conditions are incorporated in this pleading by reference as if fully set forth herein.

7. By responding to the discovery requests of Defendant, Plaintiff concedes neither the relevancy nor the admissibility of any information provided or documents produced in response to such requests. The production of information or documents in response to a specific discovery request does not constitute an admission that such information is probative of any particular issue in this case.

8. Plaintiff objects to Defendant's discovery requests to the extent they seek information which is neither relevant nor likely to lead to the discovery of admissible evidence.

9. Plaintiff objects to the extent Defendant's discovery requests seek information and/or documents generated and/or formulated by persons or entities independent of the Plaintiff over whom Plaintiff has no control.

10. Plaintiff objects to the extent Defendant's discovery requests are amorphous, vague, overly broad, unduly burdensome and so costly as to render compliance impractical.

Subject to the foregoing objections and conditions and subject to the specific additional objections made with respect to each discovery request, Plaintiff hereby submits her Responses to the Requests propounded by Defendant, as follows:

PLAINTIFF'S ANSWERS TO INTERROGATORIES

INTERROGATORY NO. 1: If your answer to any Request for Admission listed above is anything other than an unqualified admission, please provide the factual basis for your denial.

ANSWER NO. 1. Plaintiff objects to this Interrogatory because it requires Plaintiff to marshal all available evidence Plaintiff intends to offer at trial. Plaintiff further objects to this Interrogatory as an improper contention Interrogatory. Plaintiff objects on the grounds that this Interrogatory seeks information already in possession of the Defendant. Plaintiff objects to this

Interrogatory to the extent it seeks information protected by the attorney-client privilege and/or work product doctrine.

Subject to the foregoing objections, Plaintiff refers Defendant to Plaintiff's Objections and Responses to Defendant's Requests for Admission for information responsive to this Interrogatory.

INTERROGATORY NO. 2: Describe the wind and hailstorm that occurred on or about October 4, 2023 that You allege caused damage to the Property as alleged in paragraph 40 of the Petition.

ANSWER NO. 2. Plaintiff objects that the Interrogatory is vague and/or ambiguous, in that "describe" vis-à-vis a wind and/or hailstorm is unclear. Plaintiff further objects to the extent the Interrogatory seeks information that is publicly available (e.g., from the National Weather Service). Plaintiff objects to this Interrogatory because it requires Plaintiff to marshal all available evidence Plaintiff intends to offer at trial. Plaintiff objects on the grounds that this Interrogatory seeks information already in possession of the Defendant.

Subject to the foregoing objections, Plaintiff refers Defendant to the Petition for information responsive to this Interrogatory. Plaintiff opts to specify the following materials from which information responsive to this Interrogatory may reasonably be ascertained: **See Plaintiffs' document production and production log forthcoming.** Moreover, Plaintiff does not personally possess or have access to Defendants' business records and as such refer Defendants to the agent file, claim file, and all other documents that are already in Defendants' possession, custody, or control.

INTERROGATORY NO. 3: Describe the "significant wind and hailstorm" You allege damaged the Property on or about May 21, 2024 as described in paragraph 40 of the Petition.

ANSWER NO. 3. Plaintiff objects that the Interrogatory is vague and/or ambiguous, in

that “describe” vis-à-vis a wind and/or hailstorm is unclear. Plaintiff further objects to the extent the Interrogatory seeks information that is publicly available (e.g., from the National Weather Service). Plaintiff objects to this Interrogatory because it requires Plaintiff to marshal all available evidence Plaintiff intends to offer at trial. Plaintiff objects on the grounds that this Interrogatory seeks information already in possession of the Defendant.

Subject to the foregoing objections, Plaintiff refers Defendant to the Petition for information responsive to this Interrogatory. Plaintiff opts to specify the following materials from which information responsive to this Interrogatory may reasonably be ascertained: **See Plaintiffs’ document production and production log forthcoming.** Moreover, Plaintiff does not personally possess or have access to Defendants’ business records and as such refer Defendants to the agent file, claim file, and all other documents that are already in Defendants’ possession, custody, or control.

INTERROGATORY NO. 4: Please identify each and every act or omission of State Farm which you claim constitutes a breach of the Policy.

ANSWER NO. 4. Plaintiff objects to this Interrogatory because it requires Plaintiff to marshal all available evidence Plaintiff intends to offer at trial. Plaintiff further objects to this Interrogatory as an improper contention Interrogatory. This Interrogatory may also seek a legal conclusion, which invades the province of a duly empaneled jury and as phrased may impermissibly seek Attorney Work Product and the identification and/or opinions of Plaintiff’s consultants, which are not discoverable pursuant to the Oklahoma Discovery Code. 12 O.S. § 3226(B)(3). As discovery in this case is ongoing, Plaintiff reserves the right, as additional information is discovered, analyzed or made available during discovery in the course of proceedings, to supplement and/or revise this answer.

Subject to the foregoing objections, Plaintiff refers Defendant to the Petition and Plaintiff's Objections and Answers to Interrogatory Nos. 5, 6, 7, 9, 11, 15, 17, and 18 herein, which contain information and documents responsive to this Interrogatory. By way of further responding:

In furtherance of the Wind/Hail Focus Initiative and resultant Scheme, Defendants State Farm and Mark D. Welty and Mark D. Welty Insurance Agency, Inc. (collectively, "Welty") committed the following strategic and material omissions: On information and belief, neither Welty nor State Farm ever inspected the Insured Property or procured such an inspection from a third party. On information and belief, neither Welty nor State Farm ever verified the Insured Property's condition, characteristics, attributes, etc.—whether at Policy inception or upon each subsequent annual renewal of the Policy. Regardless of whether an inspection occurred, neither Welty nor State Farm ever disclosed to Plaintiffs that the Insured Property was ineligible under State Farm's underwriting rules for the requested replacement cost coverage for any reason. Regardless of whether an inspection occurred, neither Welty nor State Farm ever advised Plaintiffs that the Insured Property had any defect, pre-existing damage (such as "*wear, tear or deterioration*" noted in State Farm's denial letter), or other conditions that would exclude it under State Farm's underwriting rules from replacement cost coverage. Neither Welty nor State Farm ever advised Plaintiffs of State Farm's Scheme, including but not limited to State Farm's internal and clandestine definitions of "hail damage," "wear and tear," "granular loss," "functional damage," etc. Neither Welty nor State Farm required or otherwise asked Plaintiffs to calculate or request a specific amount of coverage for the Insured Property—rather, Welty assumed this duty and thereby assumed the duty to do so accurately, with requisite skill, knowledge, and expertise, and in a way commensurate with these duties. These obligations necessitated a physical inspection of the Insured Property, which would have disclosed any defect, pre-existing damage, or coverage-

negating condition. Neither Welty nor State Farm disclosed to Plaintiffs that the value Welty calculated for the Insured Property and resultant coverage limits did not in fact represent more than 100% insurance to value because State Farm had already pre-ordained the denial of any claim for roof damage. Neither Welty nor State Farm disclosed to Plaintiffs the existence of the Scheme, the Wind-Hail Focus Initiative, or any aspects thereof.

Both Welty and State Farm thereby either knew or should have known of any material defect, pre-existing damage, or other condition(s) (*i.e.*, granular loss, deterioration, age, improper ventilation, wear and tear, deterioration, etc.) that would exclude the Insured Property from replacement cost coverage and failed to disclose it. Both Welty and State Farm knew State Farm purposefully uses hidden definitions of wind- and/or hailstorm damage to deny claims but failed to disclose these to insureds in the Policy or at any point prior to claims adjustment. Nevertheless, and under the cover of Welty's strategic and material omissions, Welty marketed, sold, procured, and bound coverage (whether at inception or renewal) without limitation. State Farm issued the Policy. Welty, by virtue of these acts, represented that Plaintiffs were covered under the Policy for all fortuitous losses, including all weather-related damage. Defendants misrepresented the full replacement cost coverage to Plaintiffs as promised by Welty and as expected by Plaintiffs and induced them into purchasing and/or renewing illusory replacement cost coverage. As a result, Defendants subjected Plaintiffs to the Wind/Hail Focus Initiative, which consists of State Farm's bad faith pattern and practices of manufacturing pre-determined and falsified/wrongful denials for full roof replacements on wind and/or hailstorm roof claims.

Here, the Insured Property was damaged during a significant wind and hailstorm which occurred in the Tulsa area on or about October 4, 2023. The Insured Property sustained substantial wind and hail damage across the entirety of the roof, and to its gutters, and to other portions of the

Insured Property. Plaintiffs properly and timely submitted the claim to State Farm for the storm damage. State Farm's adjuster first inspected the Insured Property on March 12, 2024. The adjuster conducted an inadequate inspection and failed to recognize the vast majority of damage to the Insured Property. State Farm adjuster, J.R. Phillips, wrote: *"No hail damage found to shingles of any slopes. No storm created opening found to any slopes of the roof. Granule loss, deterioration found to all slopes due to age and improper ventilation. Areas marked by roofer for consideration are not consistent with hail impacts. Roof appears to be in fair overall condition. Pea size hail dents found to soft metal vents which are more prone to damage by smaller hailstones"*.

State Farm and Phillips engage in the pattern and practice of using almost identical language to deny full roof replacement claims by other State Farm insureds. Phillips blamed the patent hail damage on a non-covered cause of loss in furtherance of the Scheme to avoid payment of the full replacement cost benefits under the Policy. State Farm then used the inspection report to prepare a damage estimate of \$1,446.87 for the cost to repair the alleged damages to the Insured Property. Specifically, State Farm intentionally refused to acknowledge the comprehensive wind/hail damage to the Insured Property, including the need for a full roof replacement. On March 12, 2024, State Farm sent a letter to Plaintiffs denying the claim on the grounds that the Insured Property had purportedly displayed signs of *wear, tear, or deterioration*. However, this was the first time that Plaintiffs had ever been told that the roof had pre-existing that negated their full replacement cost coverage. Plaintiffs appealed to State Farm to adjudicate the claim in a fair manner. State Farm denied Plaintiffs' appeal.

On or about May 21, 2024, Insured Property was damaged by another significant wind and hailstorm. Plaintiffs properly and timely filed a second claim with State Farm. Randy James of ROKE Roofing & Construction, a reputable and trustworthy contractor, conducted an inspection

of the Insured Property on May 29, 2024. Mr. James determined that Insured Property had suffered serious storm damage that totaled the roof and required full replacement of same. State Farm again inspected the Insured Property. During this inspection, State Farm arbitrarily and wrongfully concluded that the storm damage to the Insured Property was only minor. On July 29, 2024, State Farm sent a letter to Plaintiffs stating that while Insured Property did sustain storm damage, the cost of the damages remained below the Policy deductible. Thus, State Farm informed the Plaintiffs that no payment would be forthcoming.

State Farm's claim denial was pre-determined by the Wind/Hail Focus Initiative. By virtue of the Scheme, State Farm manipulated its loss findings to avoid paying Plaintiffs all amounts owed under the Policy, including a full roof replacement. State Farm and its adjusters did everything they could to ignore the wind/hail damage sustained to the roof and blame it on other non-covered causes and pre-existing damage. In fall 2024, Plaintiffs were forced to borrow against the equity in the Insured Property to cover the cost of a full roof replacement. The cost of the full roof replacement was in excess of \$22,000. State Farm's estimates were inadequate, shoddy, and significantly lower than that of the reputable roofers and contractors that inspected the Insured Property. Indeed, it was Defendant Welty himself that recommended some of these roofers to Plaintiffs, including Randy James at ROKE Roofing, Republic Roofing, and Elliott Roofing. Plaintiffs had numerous roofing contractors determine that the roof was totaled and required full replacement and/or provided estimates to Plaintiffs for the cost of a full roof replacement. However, State Farm and its adjusters disregarded all information and evidence supporting the need for a full roof replacement so that it could save money by subjecting Plaintiffs to the Scheme.

State Farm denied one or more of Plaintiffs' claims by informing them that there was no wind/hail damage to the roof and that the damage was attributable to "*wear, tear or deterioration.*"

However, neither Welty nor State Farm had ever advised Plaintiffs that their roof had *wear, tear or deterioration* that needed to be addressed and resolved prior to the claims to stay in compliance with State Farm's underwriting guidelines and qualify for 100% full replacement cost coverage. Instead, Defendants' underwriting negligence and failure to disclose replacement cost coverage-negating defects enabled State Farm to ambush Plaintiffs with a denial based on pre-existing damage in accordance with State Farm's Scheme.

State Farm knowingly, intentionally, purposefully, wrongfully, and repeatedly breached its duty to deal fairly and in good faith by knowingly engaging in a pattern and practice of denial-oriented investigations and claims-handling practices that Plaintiff was subjected to. Moreover, State Farm knowingly and intentionally withheld pertinent benefits, coverages, and other provisions due to Plaintiffs under the terms and conditions of the Policy in violation of the Unfair Claims Settlement Practices Act, 36 O.S. §§1250.1-1250.16; limited and/or denied rights inherent to Plaintiffs; recklessly disregarded said rights; forced Plaintiffs to retain counsel to recover insurance benefits owed under the terms and conditions of the Policy; manipulated claims to ensure damages fell below the Policy deductible; and ignored covered hail and windstorm damage. State Farm knowingly, intentionally, purposefully, wrongfully, and repeatedly breached its duty to deal fairly and in good faith by engaging in the pattern and practice of denying full roof replacement claims by asserting pre-existing damages (here, *wear, tear, or deterioration*, etc.) and faulty installation without a pre-inception property inspection and/or without reasonably updated knowledge of the pre-loss condition of the subject property, as well as implementing the Wind/Hail Focus Initiative with the goal of reducing indemnity payments and deny full roof replacements to policyholders like Plaintiffs on valid wind and hail claims.

State Farm's conduct, as described above, constitutes bad faith and is a material breach of the terms and conditions of the Policy and its underlying insurance contract between the parties. State Farm has no reasonable basis in its refusal to recognize and pay Plaintiff the agreed replacement cost as per the Policy for damages caused by the wind and hail damage to the Insured Property. As a consequence of State Farm's breach of the duty of good faith and fair dealing, Plaintiff sustained damages, including deprivation of monies rightfully belonging to Plaintiff, and ordinary or garden variety harm of anger, stress, worry, physical and emotional suffering that naturally results from an insurance failure.

Defendants misrepresented the Insured Property met all underwriting requirements, that all property inspections had occurred, and that the replacement cost values it calculated were accurate and commensurate with reconstruction costs such that the coverage would fully restore, replace and/or repair the Insured Property (including its roof) in the event of a loss by a covered event. Defendants misrepresented that the Insured Property (and, specifically, its roof) was eligible for the comprehensive full replacement coverage (rather than ACV). Defendants failed to disclose that pre-existing issues (such as *wear, tear, or deterioration* State Farm relied on to deny the claim) with the Insured Property would either prevent issuance of the replacement cost coverage or limit coverage for any damage during the Policy period. Welty misrepresented his procurement of the comprehensive coverage Plaintiff requested. Defendants misrepresented that the Policy covered all fortuitous losses and that weather-related damage (even cosmetic)—big or small—was fully covered under the Policy. Moreover, Defendants intentionally withheld their knowledge of the Scheme from Plaintiff, which is targeted at pre-textually denying full roof replacement claims like that of Plaintiff's. Defendants' conduct was intentional, willful, malicious, and/or in reckless disregard of the rights of others. State Farm's actions during the handling of the claims demonstrate

it acted intentionally, and with malice and, breached its duty to deal fairly and in good faith. Defendants' actions were consistent with an overall collective corporate goal of increasing profits through the systematic underpayment and denial of claims and is sufficiently egregious in nature so as to warrant the imposition of punitive damages.

Plaintiff opts to specify the following materials from which information responsive to this Interrogatory may reasonably be ascertained: **See Plaintiffs' document production and production log forthcoming.** Moreover, Plaintiff does not personally possess or have access to Defendants' business records and as such refer Defendants to the agent file, claim file, and all other documents that are already in Defendants' possession, custody, or control.

INTERROGATORY NO. 5: Specifically describe the damages you contend you have suffered as a result of State Farm's purported breach of contract by: (a) type of damages; (b) amount of damages; and (c) methodology you utilized in calculating such damages. Your answer should include, but is in no way limited to, an identification of each specific coverage (Coverage A, B, C, etc.) in the Policy under which you claim additional payments are owed, the amount of additional payments you claim to be owed for each specific coverage, each item of damage you are claiming in this Lawsuit, the amount of each item of damage and a computation of each item of damage.

ANSWER NO. 5. Plaintiff objects to this Interrogatory because it requires Plaintiff to marshal all available evidence Plaintiff intends to offer at trial. Plaintiff further objects to this as an improper contention Interrogatory. Plaintiff objects on the grounds that this Interrogatory seeks information already in possession of the Defendant. This Interrogatory may also seek a legal conclusion, which invades the province of a duly empaneled jury and as phrased may impermissibly seek Attorney Work Product and the identification and/or opinions of Plaintiff's

consultants, which are not discoverable pursuant to the Oklahoma Discovery Code. 12 O.S. § 3226(B)(3).

Plaintiff further objects to this Interrogatory as the measure of damages in bad faith are: (1) the *loss payable under the policy* together with (2) those *other items of recovery* that are consistent with harm flowing from insurer's bad-faith breach of its implied-in-law duty of good faith and fair dealing, which may necessarily include: (1) financial losses; (2) embarrassment and loss of reputation; (3) mental pain and suffering; and (4) punitive damages. Plaintiff further claims prejudgment interest, costs, and attorneys' fees. This Interrogatory is premature as discovery in this case is ongoing and Plaintiff reserves the right, as additional information is discovered, analyzed or made available during discovery in the course of proceedings, to supplement and/or revise this answer.

Subject to the foregoing objections, Plaintiff refers Defendant to the Petition and Plaintiff's Policy for information responsive to this Interrogatory. Moreover, Plaintiff opts to specify the following materials from which information responsive to this Interrogatory may reasonably be ascertained: ***See Plaintiffs' document production and production log forthcoming.***

INTERROGATORY NO. 6: Please describe and identify all repairs and work performed on the Property from October 4, 2023 to the present, including identification of the person and/or contractor performing the repairs and work.

ANSWER NO. 6. Plaintiff objects to this Interrogatory as overly broad and unduly burdensome to the extent it targets repairs made to the Insured Property that are not at issue or relevant to this lawsuit, the loss at issue, or the Claim. Plaintiff will identify those responsive repairs that relate to this lawsuit, the roof, and/or Plaintiff's Claim.

Subject to the foregoing objections, the roof was ultimately replaced by Platinum Construction on October 12 – 13, 2024. Moreover, Plaintiff opts to specify the following materials from which information responsive to this Interrogatory may reasonably be ascertained: **See Plaintiffs' document production and production log forthcoming.**

INTERROGATORY NO. 7: Please identify each and every act or omission of State Farm which you claim constitutes State Farm's breach of the duty of good faith and fair dealing.

ANSWER NO. 7. Plaintiff objects to this Interrogatory because it requires Plaintiff to marshal all available evidence Plaintiff intends to offer at trial. Plaintiff further objects to this Interrogatory as an improper contention Interrogatory. This Interrogatory may also seek a legal conclusion, which invades the province of a duly empaneled jury and as phrased may impermissibly seek Attorney Work Product and the identification and/or opinions of Plaintiff's consultants, which are not discoverable pursuant to the Oklahoma Discovery Code. 12 O.S. § 3226(B)(3). As discovery in this case is ongoing, Plaintiff reserves the right, as additional information is discovered, analyzed or made available during discovery in the course of proceedings, to supplement and/or revise this answer.

Subject to the foregoing objections, Plaintiff refers Defendant to the Petition and Plaintiff's Objections and Answer to Interrogatory Nos. 4, 5, 6, 9, 11, 15, 17, and 18, which contain information and documents responsive to this Interrogatory. Plaintiff opts to specify the following materials from which information responsive to this Interrogatory may reasonably be ascertained: **See Plaintiffs' document production and production log forthcoming.** Moreover, Plaintiff does not personally possess or have access to Defendants' business records and as such refer Defendants to the agent file, claim file, and all other documents that are already in Defendants' possession, custody, or control.

INTERROGATORY NO. 8: Specifically describe the damages you contend you have suffered as a result of State Farm's purported breach of the duty of good faith and fair dealing by: (a) type of damages; (b) amount of damages; and (c) methodology you utilized in calculating such damages.

ANSWER NO. 8. Plaintiff refers Defendant to the Petition and Plaintiff's Objections and Answers to Interrogatory Nos. 4, 5, 6, 9, 15, 17, and 18 herein, which contain information and documents responsive to this Interrogatory.

INTERROGATORY NO. 9: Please identify each and every act or omission of State Farm which you claim warrants punitive damages against State Farm.

ANSWER NO. 9. Plaintiff objects to this Interrogatory because it requires Plaintiff to marshal all available evidence Plaintiff intends to offer at trial. Plaintiff further objects to this as an improper contention Interrogatory. This Interrogatory may also seek a legal conclusion, which invades the province of a duly empaneled jury and as phrased may impermissibly seek Attorney Work Product and the identification and/or opinions of Plaintiff's consultants, which are not discoverable pursuant to the Oklahoma Discovery Code. 12 O.S. § 3226(B)(3).

Subject to the foregoing objections, Plaintiff refers Defendant to the Petition and Plaintiff's Objections and Answer to Interrogatory Nos. 4, 5, 6, 7, 11, 15, 17, and 18 herein, which contain information and documents responsive to this Interrogatory. By way of further responding, State Farm's Scheme is a pattern and practice of bad faith conduct that is intentional, willful, malicious, and/or in reckless disregard of the rights and financial well-being of Scheme victims, including Plaintiff. State Farm acts pursuant to the Scheme at all times knowingly, purposefully, intentionally, and with reckless disregard for Plaintiff's property, safety in said property, financial well-being, and security. Plaintiffs' specific claim denials were pre-determined in furtherance of

the Scheme. This conduct constitutes “malice” as defined under Oklahoma law. Additionally, State Farm’s actions were consistent with an overall collective corporate goal of increasing profits through the systematic underpayment and denial of claims, including Plaintiffs’ claims, and is sufficiently egregious in nature so as to warrant the imposition of punitive damages.

Testimony available in the public record shows that although State Farm’s adjusters have the authority to deny a full roof replacement during an on-site inspection, those very same adjusters cannot approve a full roof replacement during the inspection and are required to elevate consideration of a full roof replacement to upper management for review. These are just a few of the many bad faith tactics (the “Wind/Hail Focus Initiative” and resultant Scheme) State Farm uses to save money and maximize profits by wrongfully denying storm damage roof claims, many of which were used to wrongfully deny Plaintiffs’ claims. State Farm has specifically targeted full roof replacements as a way to lower indemnity payments on roof claims without proper justification and reasonable grounds for doing so. Plaintiffs were just another innocent victim of State Farm’s Scheme.

Former State Farm adjuster Amy Lanier and current State Farm adjuster Kelly Wienstroer have testified as to the managerial approval requirement for consideration of full roof replacements, as well as State Farm’s bad faith practices regarding team managers instructing adjusters to attribute wind/hail damage to wear and tear and other forms of pre-existing damage to deny the claim or else those adjusters will receive negative performance reviews. In the present case and *Faust*,¹ the Honorable Amy Palumbo has ordered the following high-level executives for State Farm to be compelled to testify as to State Farm’s Scheme and

¹ *Hursh v. State Farm, et al.*, Case No. CJ-2025-2626 (Okla. Cnty. Dist. Ct.) (Palumbo, D.J.); *Faust v. State Farm, et al.*, Case No. CJ-2025-1675 (Okla. Cnty. Dist. Ct.) (Palumbo, D.J.).

Wind/Hail Focus Initiative designed to pre-textually deny storm damage claims for full roof replacements in bad faith: Wensley Herbert; Thomas Moss; Scott Welsh; Nicole Manduca; Kathy Ress; Wendy Mazza; and Tyrone Smith. Plaintiffs maintain that the testimony from these executives will further reveal the malicious nature of State Farm's Scheme, its effect on thousands of insureds throughout Oklahoma and nationwide, and Plaintiffs' entitlement to punitive damages for bad faith. State Farm's bad faith practices on wind and hail claims are becoming common knowledge to the public due to the widespread nature of the Scheme, so much so that Oklahoma's Attorney General filed a Motion to Intervene in this case alleging the same bad faith pattern and practices and fraud against State Farm and its' captive agents that Plaintiffs have pled here. Indeed, Judge Palumbo recently granted the Oklahoma Attorney General's Motion to Intervene in this case.

Moreover, Defendants' insurance failures in failing to provide the full replacement cost coverage as requested and promised, as well as refusal to handle the claims in good faith by way of the Wind/Hail Focus Initiative caused Plaintiffs' significant emotion distress, stress, anxiety, and mental anguish. For example, Defendants caused Plaintiffs to worry about the safety of their home and uncertainty regarding whether the totaled roof would protect Plaintiffs and their toddler from additional storms and/or other catastrophic losses. Further, Defendants placed Plaintiffs in a disadvantaged financial position by continually collecting their insurance premiums but then wrongfully denying their valid storm damage claims.

INTERROGATORY NO. 10: Please provide the name, address, and telephone number for each and every Person whom you believe to have knowledge of any facts or information relevant to any of the claims and/or allegations stated in your Petition or State Farm's Answer, including any person present during inspections or communications with State Farm, regardless

of whether you intend to call such Person as a witness in this case. Your answer should include a brief synopsis of what you understand their knowledge to be.

ANSWER NO. 10. Plaintiff objects to this Interrogatory to the extent it seeks information that is not relevant to any party's claims or defenses, not reasonably calculated to lead to the discovery of admissible evidence, and not proportional to the needs of this case. Plaintiff objects that the Interrogatory is overly broad and unduly burdensome in that it seeks identification of "each and every" Person with such knowledge, many of whom may not be known to Plaintiff or may have only cursory or consequential knowledge of matters relevant here (and were not directly involved in any aspect of the loss, claims, etc.). Plaintiff objects to this Interrogatory because it seeks information in the possession of, known to, or otherwise equally available to Defendant. Plaintiff objects to this Interrogatory to the extent it seeks information protected by the attorney-client privilege and/or work product doctrine. Plaintiff further objects to this Interrogatory as premature since discovery is ongoing and Plaintiff has not yet ascertained the identity of each and every witness who has knowledge or information concerning the claims and demands made in her Petition.

Subject to the forgoing objections, Plaintiff identifies the following:

No.	Name	Proposed Testimony
1.	Plaintiff Lacy Hursh c/o Plaintiffs' counsel	Will testify regarding the Policy, the claims at issue, their interactions with State Farm and the harms and losses suffered by them as a result of Defendants' conduct.
2.	Plaintiff Billy Hursh c/o Plaintiffs' counsel	Will testify regarding the Policy, the claims at issue, their interactions with State Farm and the harms and losses suffered by them as a result of Defendants' conduct.
3.	Defendant Mark Welty c/o Defendants' counsel	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to Plaintiffs' Policy and the claims at issue.

4.	Agency Personnel and Representative(s) of Mark D. Welty Insurance Agency, Inc. c/o Defendants' counsel	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to Plaintiffs' Policy and the claims at issue.
5.	Corporate Representative of State Farm Fire and Casualty Company ("State Farm") c/o Defendants' counsel	Facts and circumstances surrounding the allegations set forth in the Petition.
6.	Janice Shed – CO c/o Defendants' counsel	Facts and circumstances surrounding the allegations set forth in the Petition.
7.	Carmen Richwine – Manager c/o Defendants' counsel	Facts and circumstances surrounding the allegations set forth in the Petition.
8.	Maegan O'Brien – Manager c/o Defendants' counsel	Facts and circumstances surrounding the allegations set forth in the Petition.
9.	Gregory Strickland – Manager c/o Defendants' counsel	Facts and circumstances surrounding the allegations set forth in the Petition.
10.	Kim Boydston – Manager c/o Defendants' counsel	Facts and circumstances surrounding the allegations set forth in the Petition.
11.	Demarcus Hill – Manager c/o Defendants' counsel	Facts and circumstances surrounding the allegations set forth in the Petition.
12.	George Randle – Manager c/o Defendants' counsel	Facts and circumstances surrounding the allegations set forth in the Petition.
13.	Mark Wood – Manager c/o Defendants' counsel	Facts and circumstances surrounding the allegations set forth in the Petition.
14.	Tobreshia Horn – NP c/o Defendants' counsel	Facts and circumstances surrounding the allegations set forth in the Petition.
15.	Dylan Fatzynytyz – CO c/o Defendants' counsel	Facts and circumstances surrounding the allegations set forth in the Petition.
16.	Representatives and personnel of State Farm, including the following: - Wensley Herbert - Thomas Moss - Scott Welsh - Nicole Manduca - Kathy Ress - Wendy Mazza - Tyrone Smith - Kelly Wienstroer	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims.
17.	Amy Lanier	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on

		wind/hail roof claims and/or property damage claims.
18.	J.R. Phillips – State Farm Claim Specialist c/o Defendants’ counsel	Facts and circumstances surrounding the allegations set forth in the Petition.
19.	Conrad Feller – External Claim Resource – Pilot c/o Defendants’ counsel	Facts and circumstances surrounding the allegations set forth in the Petition.
20.	Representative(s) and personnel of Seek Now, Inc. 3600 Chamberlain Ln., Suite 736 Louisville, KY 40241 c/o Defendants’ counsel	Facts and circumstances surrounding the allegations set forth in the Petition, including condition of the subject property.
21.	Mark Caylao – Field Inspector Seek Now, Inc. 3600 Chamberlain Ln., Suite 736 Louisville, KY 40241 c/o Defendants’ counsel	Facts and circumstances surrounding the allegations set forth in the Petition, including condition of the subject property.
22.	All adjusters or supervisors who participated in Plaintiffs’ claims, including but not limited to all third-party adjusters hired by State Farm c/o Defendants’ counsel	Facts and circumstances surrounding the allegations set forth in the Petition.
23.	Bill Bond Platinum Construction Solutions, LLC d/b/a Plateco Construction Solutions	Facts and circumstances surrounding the allegations set forth in the Petition, including condition of the subject property and replacement of the roof.
24.	Randy James ROKE Roofing & Construction 8516 E. 101 st St., Tulsa, OK 74133	Facts and circumstances surrounding the allegations set forth in the Petition, including condition of the subject property.
25.	Diamond Gutter Company, LLC 15723 S. 85 th St. E. Webbers Falls, OK 74470	Facts and circumstances surrounding the allegations set forth in the Petition, including condition of the subject property.
26.	A+ Roofing Solutions 415 E. A St. Jenks, OK 74037	Facts and circumstances surrounding the allegations set forth in the Petition, including condition of the subject property.
27.	R Turley Roofing, Inc. 531 W. H Street, Suite E Jenks, OK 74037	Facts and circumstances surrounding the allegations set forth in the Petition, including condition of the subject property.
28.	Elliott Roofing Jesse Chambers 3900 N Harvard Ave.	Facts and circumstances surrounding the allegations set forth in the Petition, including condition of the subject property.

	Oklahoma City, OK 73122	
29.	Republic Roofing, Inc. PO Box 35343 Tulsa, OK	Facts and circumstances surrounding the allegations set forth in the Petition, including condition of the subject property.
30.	Jennifer Moody – Vice President/Lending Manager Fraternal Order of Police FCU PO Box 691090 Tulsa, OK 74169-1090 10110 E. 11 th St., 74128	Verification and information relating to the HELOC.

Plaintiff opts to specify the following materials from which information responsive to this Interrogatory may reasonably be ascertained: ***See Plaintiffs' document production and production log forthcoming.*** Moreover, Plaintiff does not personally possess or have access to Defendants' business records and as such refer Defendants to the agent file, claim file, and all other documents that are already in Defendants' possession, custody, or control.

INTERROGATORY NO. 11: Please Identify all Communications between you and any Person (including, but not limited to, contractors with whom you consulted regarding the Property) that relate in any way to State Farm's alleged (i) breach of contract, (ii) breach of the duty of good faith and fair dealing, (iii) your alleged damages or (iv) the facts giving rise to such claims. Your answer should include, but is in no way limited to, the date on which such Communications occurred, the individuals present, and the substance of each Communication. Your answer should include any Communications with any Person on the date of the Incident.

ANSWER NO. 11. Plaintiff objects on the grounds that this Interrogatory seeks information already in possession of the Defendant. Plaintiff objects to this Interrogatory to the extent it seeks information protected by the attorney-client privilege and/or work product doctrine. Plaintiff further objects to this Interrogatory to the extent it seeks information that is not relevant to any party's claims or defenses, not reasonably calculated to lead to the discovery of admissible

evidence, and not proportional to the needs of this case. Plaintiff objects that the Interrogatory is overly broad and unduly burdensome in that it seeks identification of “any” Person with such Communication, many of whom may not be known to Plaintiff or may have only cursory or consequential knowledge of matters relevant here (and were not directly involved in any aspect of the loss, claims, etc.). Plaintiff further objects to this Interrogatory in that it requires Plaintiff to marshal all evidence in a coordinated effort to ascertain the work-product of and/or trial strategy of Plaintiff’s counsel, which is impermissible. This Interrogatory is premature as discovery in this case is ongoing and Plaintiff reserves the right, as additional information is discovered, analyzed or made available during discovery in the course of proceedings, to supplement and/or revise this answer. Further, this Interrogatory is overly broad in that it has no date limitation and calls for narrative testimony about every conceivable conversation that has ever occurred.

Subject to the foregoing objections, Plaintiff refers Defendant to the Petition and Plaintiff’s Objections and Answer to Interrogatory No. 4, 10, 12, 15 and 16 herein, which contain information and individuals responsive to this Interrogatory. Plaintiff does not personally possess or have access to Defendants’ business records and as such refers Defendants to the agent file, claim file, and all other documents that are already in Defendants’ possession, custody, or control. Moreover, Plaintiff opts to specify the following materials from which information responsive to this Interrogatory may reasonably be ascertained: **See Plaintiffs’ document production and production log forthcoming.**

INTERROGATORY NO. 12: Describe and identify, to your knowledge, any inspections of the Property for any purpose.

ANSWER NO. 12. Plaintiff objects on the grounds that this Interrogatory seeks information already in possession of the Defendant. Plaintiff objects to this Interrogatory to the

extent it seeks information protected by the attorney-client privilege and/or work product doctrine. Plaintiff objects to this Interrogatory to the extent it seeks information that is not relevant to any party's claims or defenses, not reasonably calculated to lead to the discovery of admissible evidence, and not proportional to the needs of this case. Plaintiff further objects that the Interrogatory is overly broad and unduly burdensome in that it seeks identification of "any" such inspections, including those that may have occurred without any bearing on the property damaged in the storm at issue, the loss, Plaintiff's claims, etc. Because discovery in this case is ongoing, Plaintiff reserves the right, as additional information is discovered, analyzed or made available during discovery in the course of proceedings, to supplement and/or revise this answer.

Subject to the foregoing objections and to the best of Plaintiff's recollection, after the first storm of October 4, 2023, Seek Now inspected the property on behalf of State Farm, followed by an inspection that was performed by a State Farm adjuster. Plaintiff states that R Turley Roofing and A+ Roofing also inspected the property after the first storm. Following the second storm, Plaintiff recalls State Farm adjusters inspecting the property, as well as Roke Roofing/Randy James, Elliott Roofing, Platinum Construction/Bill Bond and Republic Roofing.

Plaintiff does not personally possess or have access to Defendants' business records and as such refers Defendants to the agent file, claim file, and all other documents that are already in Defendants' possession, custody, or control. Moreover, Plaintiff opts to specify the following materials from which information responsive to this Interrogatory may reasonably be ascertained: ***See Plaintiffs' document production and production log forthcoming.***

INTERROGATORY NO. 13: Describe and identify, to your knowledge, any repairs or work performed on the Property prior to October 4, 2023, and identify the Person(s) who performed such work.

ANSWER NO. 13. Plaintiff objects on the grounds that this Interrogatory seeks information already in possession of the Defendant. Plaintiff objects to this Interrogatory to the extent it seeks information that is not relevant to any party's claims or defenses, not reasonably calculated to lead to the discovery of admissible evidence, and not proportional to the needs of this case. Plaintiff objects that the Interrogatory is overly broad and unduly burdensome in that it seeks identification of "any" such repairs, including those that may have occurred without any bearing on the property damaged in the storm at issue, the loss, Plaintiff's claims, etc. Because discovery in this case is ongoing, Plaintiff reserves the right, as additional information is discovered, analyzed or made available during discovery in the course of proceedings, to supplement and/or revise this answer.

Subject to the forgoing objections, Plaintiff can recall replacing a doorknob, changing out carpet in one or two rooms, replacing a ceiling fan, changing out the countertops since they bought the home in 2020, and other minor remodels to the kitchen. As it relates to the roof, ceiling or exterior of the property, Plaintiff can recall having new gutters installed on a portion of their home in 2021. Moreover, Plaintiff opts to specify the following materials from which information responsive to this Interrogatory may reasonably be ascertained, including the proposal from Diamond Gutter Company, LLC on July 24, 2021: ***See Plaintiffs' document production and production log forthcoming.***

INTERROGATORY NO. 14: Identify all prior claims on the Property. Your answer should include, but no way is limited to, the date of loss, claim number, insurance company submitted with, policy number, reason for loss, damages identified for loss, third party contractor(s) used, any amount of money paid for the claim, and whether the damages were repaired or replaced.

ANSWER NO. 14. Plaintiff objects on the grounds that this Interrogatory seeks information already in possession of the Defendant. Plaintiff objects to this Interrogatory to the extent it seeks information that is not relevant to any party's claims or defenses, not reasonably calculated to lead to the discovery of admissible evidence, and not proportional to the needs of this case. Plaintiff objects that the Interrogatory is overly broad and unduly burdensome in that it seeks identification of "all" such prior claims, including those that may have occurred without any bearing on the property damaged in the storm at issue, the loss, Plaintiff's claims, etc. Because discovery in this case is ongoing, Plaintiff reserves the right, as additional information is discovered, analyzed or made available during discovery in the course of proceedings, to supplement and/or revise this answer.

Subject to the forgoing objections, Plaintiff is unaware of any prior claims on the Insured Property during ownership of the same, and Plaintiff has no knowledge of any claims made by prior homeowners.

INTERROGATORY NO. 15: Please Identify all Communications between Plaintiffs and any Person related to the condition and/or repair of the Property. Your answer should include, but is in no way limited to, the date on which such communications occurred, the participating Person, and the substance of each communication.

ANSWER NO. 15. Plaintiff objects on the grounds that this Interrogatory seeks information already in possession of the Defendant. Plaintiff objects to this Interrogatory to the extent it seeks information protected by the attorney-client privilege and/or work product doctrine. Plaintiff objects to this Interrogatory to the extent it seeks information that is not relevant to any party's claims or defenses, not reasonably calculated to lead to the discovery of admissible evidence, and not proportional to the needs of this case. Plaintiff further objects that the

Interrogatory is overly broad and unduly burdensome in that it seeks identification of “all” such Communications, including those that may have occurred without any bearing on the property damaged in the storm at issue, the loss, Plaintiff’s claims, etc. Further, this Interrogatory is overly broad in that it has no date limitation and calls for narrative testimony about every conceivable conversation that has ever occurred. This Interrogatory is premature as discovery in this case is ongoing and Plaintiff reserves the right, as additional information is discovered, analyzed or made available during discovery in the course of proceedings, to supplement and/or revise this answer.

Subject to the foregoing objections, Plaintiff refers Defendant to the Petition and Plaintiff’s Objections and Answers to Interrogatory Nos. 4, 6, 10, 11, 12, 16, and 17 herein, which contain information and individuals responsive to this Interrogatory. By way of further responding, Plaintiff cannot recall all the specific dates and substance of communications with the various contractors, adjusters and employees who assisted with the roof and the claims at issue.

Moreover, Plaintiff opts to specify the following materials from which information responsive to this Interrogatory may reasonably be ascertained: **See Plaintiffs’ document production and production log forthcoming.** Plaintiff does not personally possess or have access to Defendants’ business records and as such refers Defendants to the agent file, claim file, and all other documents that are already in Defendants’ possession, custody, or control.

INTERROGATORY NO. 16: Identify all communications with Randy James of ROKE Roofing & Construction as alleged in Paragraph 40(j) of the Petition, and all communications with any other person from ROKE Roofing & Construction.

ANSWER NO. 16. See Plaintiff’s Objections and Answers to Interrogatory Nos. 4, 11, 12, 15, and 17 herein for information and documents responsive to this Interrogatory. Moreover, Plaintiff opts to specify the following materials from which information responsive to this

Interrogatory may reasonably be ascertained: ***See Plaintiffs' document production and production log forthcoming.***

INTERROGATORY NO. 17: Please identify any and all photos and videos that depict the Property in the areas of the claimed damage by stating the date and location of the photos/videos taken and the person(s) who took the photos/videos.

ANSWER NO. 17. Plaintiff objects on the grounds that this Interrogatory seeks information already in possession of the Defendant and/or outside her care, custody, and/or control. Plaintiff objects that the Request is overly broad and unduly burdensome in that it seeks identification of "any and all" such photos and videos, including those that may depict the Property incidentally without any bearing on the property damaged in the storm at issue, the loss, Plaintiff's claims, etc. This Interrogatory is premature as discovery in this case is ongoing and Plaintiff reserves the right, as additional information is discovered, analyzed or made available during discovery in the course of proceedings, to supplement and/or revise this answer.

Subject to the foregoing objections, Plaintiff opts to specify the following materials from which information responsive to this Interrogatory may reasonably be ascertained: ***See Plaintiffs' document production and production log forthcoming.*** Plaintiff does not personally possess or have access to Defendants' business records and as such refers Defendants to the agent file, claim file, and all other documents that are already in Defendants' possession, custody, or control.

INTERROGATORY NO. 18: Identify all evidence and the factual basis for the "systematic and pervasive Scheme" as alleged in Plaintiff's Petition.

ANSWER NO. 18. Plaintiff objects to this Interrogatory because it requires Plaintiff to marshal all available evidence Plaintiff intends to offer at trial. Plaintiff further objects to this as

an improper contention Interrogatory. Plaintiff objects on the grounds that this Interrogatory seeks information already in possession of the Defendant. This Interrogatory may also seek a legal conclusion, which invades the province of a duly empaneled jury and as phrased may impermissibly seek Attorney Work Product and the identification and/or opinions of Plaintiff's consultants, which are not discoverable pursuant to the Oklahoma Discovery Code. 12 O.S. § 3226(B)(3). Plaintiff objects to this Interrogatory as premature since discovery in this case is ongoing, and Plaintiff reserves the right, as additional information is discovered, analyzed or made available during discovery in the course of proceedings, to supplement and/or revise this answer.

Subject to the forgoing objections, Plaintiff refers Defendant to the Petition and Plaintiff's Objections and Answers to Interrogatory Nos. 4, 5, 6, 7, 9, 10, 11, 15, and 17 herein, which contain information, individuals, and documents responsive to this Interrogatory. By way of further responding, In the present case and *Faust*,² the Honorable Amy Palumbo has ordered the following high-level executives for State Farm to be compelled to testify as to State Farm's Scheme and Wind/Hail Focus Initiative designed to pre-textually deny storm damage claims for full roof replacements in bad faith: Wensley Herbert; Thomas Moss; Scott Welsh; Nicole Manduca; Kathy Ress; Wendy Mazza; and Tyrone Smith. Plaintiffs maintain that the testimony from these executives will further reveal the malicious nature of the Scheme, its effect on thousands of insureds throughout Oklahoma and nationwide, and Plaintiffs' entitlement to punitive damages. State Farm's systematic and pervasive Scheme on wind and hail claims is becoming common knowledge to the public due to the widespread nature of the Scheme, so much so that Oklahoma's Attorney General filed a Motion to Intervene in this case alleging the same bad faith pattern and practices and fraud against State Farm and its' captive agents that Plaintiffs have pled

² *Hursh v. State Farm, et al.*, Case No. CJ-2025-2626 (Okla. Cnty. Dist. Ct.) (Palumbo, D.J.); *Faust v. State Farm, et al.*, Case No. CJ-2025-1675 (Okla. Cnty. Dist. Ct.) (Palumbo, D.J.).

here. Indeed, Judge Palumbo recently granted the Oklahoma Attorney General's Motion to Intervene in this case.

Plaintiff opts to specify the following materials from which information responsive to this Interrogatory may reasonably be ascertained: ***See Plaintiffs' document production and production log forthcoming.*** Plaintiff does not personally possess or have access to Defendants' business records and as such refers Defendants to the agent file, claim file, and all other documents that are already in Defendants' possession, custody, or control.

RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST FOR PRODUCTION NO. 1: Please produce all documents and evidence that supports your allegation for the "systematic and pervasive Scheme" as alleged in Plaintiff's Petition.

RESPONSE TO REQUEST NO. 1 Plaintiff objects to this Request because this is an improper contention Request and is overly broad on its face because it demands identification of all documents, all facts, all communications, and/or identification of all witnesses which will be used and/or called at trial. This Request is also premature as discovery in this case is ongoing and Plaintiff reserves the right, as additional information is discovered, analyzed or made available during discovery in the course of proceedings, to supplement and/or revise this response. This Request may impermissibly seek Attorney Work Product and the identification and/or opinions of Plaintiff's consultants, which are not discoverable pursuant to the Oklahoma Discovery Code. 12 O.S. § 3226(B)(3). Plaintiff further objects to this Request in that it requires Plaintiff to marshal all evidence in a coordinated effort to ascertain the work-product of and/or trial strategy of Plaintiff's counsel, which is impermissible.

Subject to the foregoing objections, and after a diligent search of reasonably accessible sources: ***See Plaintiffs' document production and production log forthcoming.*** By way of further responding, Plaintiff does not personally possess or have access to Defendants' business records and as such refers Defendants to the agent file, claim file, and all other documents that are already in Defendants' possession, custody, or control.

REQUEST FOR PRODUCTION NO. 2: Produce the writing by J.R. Phillips as referenced in paragraph 40(c) of the Petition.

RESPONSE TO REQUEST NO. 2 *See* the State Farm estimate contained in Plaintiff's document production: ***See Plaintiffs' document production and production log forthcoming.***

REQUEST FOR PRODUCTION NO. 3: Produce the "inspection report" as referenced in paragraph 40(e) of the Petition.

RESPONSE TO REQUEST NO. 3 *See* Response to Request No. 2.

REQUEST FOR PRODUCTION NO. 4: Produce the March 12, 2024 State Farm letter as referenced in paragraph 40(f) of the Petition.

RESPONSE TO REQUEST NO. 4 *See* Plaintiffs' document production and production log forthcoming.

REQUEST FOR PRODUCTION NO. 5: Produce all documents and communications with and from ROKE Roofing & Construction as referenced in Paragraph 40 of Plaintiff's Petition.

RESPONSE TO REQUEST NO. 5 Plaintiff objects on the grounds that this Request seeks information that may already be in the possession of the Defendant. Subject to the foregoing objection, and after a diligent search of reasonably accessible sources: ***See Plaintiffs' document production and production log forthcoming.***

REQUEST FOR PRODUCTION NO. 6: Produce the July 29, 2024 State Farm letter as referenced in paragraph 40(l) of the Petition.

RESPONSE TO REQUEST NO. 6 *See* Plaintiffs' document production and production log forthcoming.

REQUEST FOR PRODUCTION NO. 7: Produce all documents in relation to the loan taken to cover the cost of a roof replacement as referenced in paragraph 40(m) of the Petition.

RESPONSE TO REQUEST NO. 7 Plaintiff objects to the extent this Request targets personal and confidential information to Plaintiff, including personal identifying and/or financial information. Plaintiff further objects to the Request as not reasonably calculated to lead to the discovery of admissible evidence.

Subject to the foregoing objections, and after a diligent search of reasonably accessible sources: *See* Plaintiffs' document production and production log forthcoming.

REQUEST FOR PRODUCTION NO. 8: Produce all documents that relate to the roof replacement as referenced in paragraph 40(m) of the Petition.

RESPONSE TO REQUEST NO. 8 Plaintiff objects to the Request as overly broad and unduly burdensome in that it targets "all" such Documents. Subject to the foregoing objections, and after a diligent search of reasonably accessible sources: *See* Plaintiffs' document production and production log forthcoming.

REQUEST FOR PRODUCTION NO. 9: Produce all the documents related to the inspections of the "reputable roofers and contractors" as referenced in paragraph 40(n) of the Petition.

RESPONSE TO REQUEST NO. 9 Plaintiff objects on the grounds that this Request seeks information that may already be in possession of the Defendant. Plaintiff objects to this Request to the extent it seeks information protected by the attorney-client privilege and/or work

product doctrine. Plaintiff further objects to the Request as overly broad, unduly burdensome, and also seeks documents that may lie outside of Plaintiff's possession, custody, and control.

Subject to the foregoing objections, and after a diligent search of reasonably accessible sources: ***See Plaintiffs' document production and production log forthcoming.***

REQUEST FOR PRODUCTION NO. 10: Produce any and all documentation in relation to Claims as referenced in the Petition.

RESPONSE TO REQUEST NO. 10 Plaintiff objects to this Request as it is overly broad and potentially seeks documents protected by the attorney client privilege and/or the attorney work-product doctrine. Plaintiff will interpret this Request seeking "any and all documentation" as seeking those non-privileged documents that Plaintiff is able to locate from reasonably accessible sources using reasonable diligence and judgment and without incurring undue burden and expense. Plaintiff further objects to this Request to the extent it seeks information or documents created by Defendants and/or on Defendants' behalf, and/or are already in Defendants' possession, custody, or control, or may be obtained by Defendants from another source in a more convenient, less burdensome or less expensive fashion.

Subject to the foregoing objections, and after a diligent search of all reasonably available sources: ***See Plaintiffs' document production and production log forthcoming.*** By way of further responding, Plaintiff does not personally possess or have access to Defendants' business records and as such refers Defendants to the agent file, claim file, and all other documents that are already in Defendants' possession, custody, or control

REQUEST FOR PRODUCTION NO. 11: Please produce all Documents identified in, forming the basis of, supporting, or otherwise relating to any fact or claim asserted in any of your answers to the preceding requests for admissions and interrogatories.

RESPONSE TO REQUEST NO. 11

Plaintiff objects to this Request because this is an improper contention Request and is overly broad on its face because it demands identification of all documents, all facts, all communications, and/or identification of all witnesses which will be used and/or called at trial. This Request is also premature as discovery in this case is ongoing and Plaintiff reserves the right, as additional information is discovered, analyzed or made available during discovery in the course of proceedings, to supplement and/or revise this response. This Request may impermissibly seek Attorney Work Product and the identification and/or opinions of Plaintiff's consultants, which are not discoverable pursuant to the Oklahoma Discovery Code. 12 O.S. § 3226(B)(3). Plaintiff further objects to this Request in that it requires Plaintiff to marshal all evidence in a coordinated effort to ascertain the work-product of and/or trial strategy of Plaintiff's counsel, which is impermissible.

Subject to the foregoing objections, and after a diligent search of reasonably accessible sources: ***See Plaintiffs' document production and production log forthcoming.*** By way of further responding, Plaintiff does not personally possess or have access to Defendants' business records and as such refers Defendants to the agent file, claim file, and all other documents that are already in Defendants' possession, custody, or control.

REQUEST FOR PRODUCTION NO. 12: Please produce all Documents, notes, memoranda, correspondence, computer files, tape recordings, videotape recordings, or similar materials evidencing or relating to any Communications between you and State Farm.

RESPONSE TO REQUEST NO. 12

Plaintiff objects on the grounds that this Request seeks documents already in possession of the Defendant. Plaintiff further objects to this Request to the extent it seeks information protected by the attorney-client privilege and/or work product doctrine.

Subject to the forgoing objections, and after a diligent search of reasonably accessible sources: ***See Plaintiffs' document production and production log forthcoming.*** By way of further responding, Plaintiff does not personally possess or have access to Defendants' business records and as such refers Defendants to the agent file, claim file, and all other documents that are already in Defendants' possession, custody, or control.

REQUEST FOR PRODUCTION NO. 13: Please produce all Documents, including recording, evidencing or relating to any Communications between you and any Person (including, but not limited to, contractors and public adjusters with whom you consulted regarding the Property) concerning the allegations, claims, or defenses asserted by any party in the Lawsuit.

RESPONSE TO REQUEST NO. 13 Plaintiff objects to this Request because this is an improper contention Request and is overly broad on its face because it demands identification of all documents, all facts, all communications, and/or identification of all witnesses which will be used and/or called at trial. This Request is premature as discovery in this case is ongoing and Plaintiff reserves the right, as additional information is discovered, analyzed or made available during discovery in the course of proceedings, to supplement and/or revise this response. This Request for Production may also seek a legal conclusion which invades the province of a duly empaneled jury and as phrased may impermissibly seek attorney-client privileged communications, Attorney Work Product, and the identification and/or opinions of Plaintiff's consultants which are not discoverable pursuant to Oklahoma's Discovery Code. 12 O.S. § 3226(B)(3). Plaintiff further objects to this Request in that it requires Plaintiff to marshal all evidence in a coordinated effort to ascertain the work-product of and/or trial strategy of Plaintiff's counsel which is impermissible.

Subject to the forgoing objections, and after a diligent search of reasonably accessible sources: ***See Plaintiffs' document production and production log forthcoming.*** By way of further responding, Plaintiff does not personally possess or have access to Defendants' business records and as such refers Defendants to the agent file, claim file, and all other documents that are already in Defendants' possession, custody, or control.

REQUEST FOR PRODUCTION NO. 14: Please produce all Documents sent to you by State Farm or by you to State Farm.

RESPONSE TO REQUEST NO. 14 Plaintiff objects on the grounds that this Request seeks documents already in possession of the Defendant. Subject to the forgoing objections, and after a diligent search of reasonably accessible sources: ***See Plaintiffs' document production and production log forthcoming.***

REQUEST FOR PRODUCTION NO. 15: Please produce all Documents you obtained from any Person, by subpoena or otherwise, relating to the allegations, claims, defenses, or issues in this Lawsuit.

RESPONSE TO REQUEST NO. 15 None at this time. As discovery in this case is ongoing, Plaintiff reserves the right, as additional information is discovered, analyzed or made available during discovery in the course of proceedings, to supplement and/or revise this response.

REQUEST FOR PRODUCTION NO. 16: Please produce the State Farm Policy at issue in the Lawsuit. Your response should include all endorsements, policy changes, and/or updates.

RESPONSE TO REQUEST NO. 16 Plaintiff objects on the grounds that this Request seeks documents already in possession of the Defendant. Subject to the forgoing objections, and after a diligent search of reasonably accessible sources: ***See Plaintiffs' document production and production log forthcoming.***

REQUEST FOR PRODUCTION NO. 17: Please produce all Documents, including any recordings, relating to any Communications among you, State Farm, or any other Person relating to the Policy, coverage thereunder, and/or the Claim.

RESPONSE TO REQUEST NO. 17 Plaintiff objects on the grounds that this Request seeks documents already in possession of the Defendant. Plaintiff objects to this Request to the extent it seeks information protected by the attorney-client privilege and/or work product doctrine.

Subject to the foregoing objections, and after a diligent search of reasonably accessible sources: ***See Plaintiffs' document production and production log forthcoming.***

REQUEST FOR PRODUCTION NO. 18: Please produce the complete file for any expert you expect to call at the trial of this case. Your response should include, but is in no way limited to, any and all reports or memorandum reflecting any opinions rendered by such experts; any and all Documents and/or other tangible evidence provided to your experts; any and all reports, Documents, and/or Writings prepared by, generated by, or relied upon or reviewed by your experts Concerning any issue in this lawsuit; work papers; notes; correspondence; and *curriculum vitae*.

RESPONSE TO REQUEST NO. 18 Plaintiff objects to the extent the Request requires disclosure of non-testifying, consulting experts not required to be disclosed under Oklahoma's Discovery Code. Plaintiff has not yet retained an expert, but Plaintiff will produce expert witness information when said production is ripe in accordance with the Court's Scheduling Order upon entry of same. Plaintiff specifically reserves the right to supplement and/or revise this response.

REQUEST FOR PRODUCTION NO. 19: Please produce all Documents relating to each item of damages claimed by you in this Lawsuit.

RESPONSE TO REQUEST NO. 19

Plaintiff objects on the grounds this Request is overly broad and unduly burdensome on its face because it demands identification of all documents, all facts, all communications, and/or identification of all witnesses which will be used and/or called at trial. This Request may also seek a legal conclusion, which invades the province of a duly empaneled jury and as phrased may impermissibly seek Attorney Work Product and the identification and/or opinions of Plaintiff's consultants, which are not discoverable pursuant to the Oklahoma Discovery Code. 12 O.S. § 3226(B)(3).

Plaintiff further objects to this Request as the measure of damages in bad faith are: (1) the *loss payable under the policy* together with (2) those *other items of recovery* that are consistent with harm flowing from insurer's bad-faith breach of its implied-in-law duty of good faith and fair dealing, which may necessarily include: (1) Financial losses; (2) Embarrassment and loss of reputation; (3) Mental pain and suffering; and (4) punitive damages. This Request is premature as discovery in this case is ongoing and Plaintiff reserves the right, as additional information is discovered, analyzed or made available during discovery in the course of proceedings, to supplement and/or revise this response.

Subject to the foregoing objections, Plaintiff refers Defendant to the Petition and Plaintiff's Policy for information responsive to this Request. Moreover, after a diligent search of reasonably accessible sources: ***See Plaintiffs' document production and production log forthcoming.***

REQUEST FOR PRODUCTION NO. 20: Please produce all Documents related to your claim that State Farm breached its contract with you.

RESPONSE TO REQUEST NO. 20

See Plaintiff's Objections and Response to RFP No. 1 for documents responsive to this Request.

REQUEST FOR PRODUCTION NO. 21: Please produce all Documents related to your claim that State Farm breached its duty of good faith and fair dealing.

RESPONSE TO REQUEST NO. 21 *See Plaintiff's Objections and Response to RFP No. 1 for documents responsive to this Request.*

REQUEST FOR PRODUCTION NO. 22: Please produce all Documents related to your claim that you are entitled to punitive damages.

RESPONSE TO REQUEST NO. 22 *See Plaintiff's Objections and Response to RFP No. 1 for documents responsive to this Request.*

REQUEST FOR PRODUCTION NO. 23: Produce all Documents you anticipate you will list on any exhibit list, pretrial conference order or which you anticipate you will introduce at trial.

RESPONSE TO REQUEST NO. 23 This Request is premature as discovery in this case is ongoing and Plaintiff reserves the right, as additional information is discovered, analyzed or made available during discovery in the course of proceedings, to supplement and/or revise this response in accordance with the Court's Scheduling Order upon entry of same.

Subject to the foregoing objections, and after a diligent search of reasonably accessible sources, Plaintiff produces the following documents at this time: ***See Plaintiffs' document production and production log forthcoming.***

REQUEST FOR PRODUCTION NO. 24: Please produce all Documents including but not limited to, statements, deposition testimony, discovery responses or other testimony in your possession, custody, or control from State Farm or any other Person that relates to your claims or State Farms's defenses in this Lawsuit.

RESPONSE TO REQUEST NO. 24 Plaintiff objects to this Request because this is an improper contention Request and is overly broad on its face because it demands identification

of all documents, all facts, all communications, and/or identification of all witnesses which will be used and/or called at trial. This Request is premature as discovery in this case is ongoing and Plaintiff reserves the right, as additional information is discovered, analyzed or made available during discovery in the course of proceedings, to supplement and/or revise this response. This Request for Production may also seek a legal conclusion which invades the province of a duly empaneled jury and as phrased may impermissibly seek attorney-client privileged communications, Attorney Work Product, and the identification and/or opinions of Plaintiff's consultants which are not discoverable pursuant to Oklahoma's Discovery Code. 12 O.S. § 3226(B)(3). Plaintiff further objects to this Request in that it requires Plaintiff to marshal all evidence in a coordinated effort to ascertain the work-product of and/or trial strategy of Plaintiff's counsel which is impermissible.

Subject to the forgoing objections, and after a diligent search of reasonably accessible sources: ***See Plaintiffs' document production and production log forthcoming.*** By way of further responding, Plaintiff does not personally possess or have access to Defendants' business records and as such refers Defendants to the agent file, claim file, and all other documents that are already in Defendants' possession, custody, or control.

REQUEST FOR PRODUCTION NO. 25: Please produce any photographs, images, tape recordings, computer modeling, or videotapes related to any of the damages and/or issues raised by your claims and allegations stated in your Petition.

RESPONSE TO REQUEST NO. 25 After a diligent search of reasonably accessible sources: ***See Plaintiffs' document production and production log forthcoming.***

REQUEST FOR PRODUCTION NO. 26: Please produce all Documents related to any work that has been done to remediate damage to the Property that you allege resulted from the loss as

alleged in Plaintiff's Petition, including but not limited to, any bids, inspection reports, estimates, or invoices.

RESPONSE TO REQUEST NO. 26 After a diligent search of reasonably accessible sources: *See Plaintiffs' document production and production log forthcoming; See also* Plaintiff's Answer to Interrogatory No. 6 herein, which contains information responsive to this Request.

REQUEST FOR PRODUCTION NO. 27: Please produce all Documents related to the mitigation of the damages you claim in the Lawsuit.

RESPONSE TO REQUEST NO. 27 *See* Plaintiff's Response to Request No. 26 for documents and information responsive to this Request.

REQUEST FOR PRODUCTION NO. 28: Please produce all Documents relating to any inspections, repairs, estimates, and/or work proposed or performed on the Property at any time.

RESPONSE TO REQUEST NO. 28 Plaintiff objects on the grounds that this Request seeks documents already in possession of the Defendant. Plaintiff objects to this Request to the extent it seeks documents/information protected by the attorney-client privilege and/or work product doctrine. Plaintiff further objects to the Request as overly broad and unduly burdensome, as any such inspection to the Property may not lead to the discovery of admissible information. The property may have been "inspected" on multiple occasions for items wholly unrelated to the Claim, loss, or lawsuit at issue. Such are not relevant to any party's claims or defenses thereto. This Request is premature as discovery in this case is ongoing and Plaintiff reserves the right, as additional information is discovered, analyzed or made available during discovery in the course of proceedings, to supplement and/or revise this response.

Subject to the foregoing objections, *See* Plaintiff's Response to Request No. 26 for documents and information responsive to this Request; *see also* Plaintiff's Objections and Answer to Interrogatory Nos. 6 and 12 herein, which contains information and documents responsive to this Request.

REQUEST FOR PRODUCTION NO. 29: Please produce all photographs, images, and/or video recordings of the areas of the claimed damage to the Property at any time.

RESPONSE TO REQUEST NO. 29 Plaintiff objects on the grounds that this Request seeks documents already in possession of the Defendant. Plaintiff objects to this Request to the extent it seeks information protected by the attorney-client privilege and/or work product doctrine. Plaintiff objects to the Request as overly broad and unduly burdensome, as any such documents related the areas of claimed damage to the Property "at any time" may not lead to the discovery of admissible evidence. As drafted, the Request targets "all" such media "at any time", including those created for purposes other than the documentation of the loss at issue or damages/repairs thereto. Such are not relevant to any party's claims or defenses thereto.

Subject to the foregoing objections, and after a diligent search of reasonably accessible sources: ***See Plaintiffs' document production and production log forthcoming.***

REQUEST FOR PRODUCTION NO. 30: Produce all Documents relating to any kind of construction, repairs, remodeling, inspections, construction, or evaluations of the Property, including, but not limited to, estimates, invoices, and bids whether such Documents were dated before or after the date of loss.

RESPONSE TO REQUEST NO. 30 Plaintiff objects on the grounds that this Request seeks documents already in possession of the Defendant. Plaintiff further objects to the Request as overly broad and unduly burdensome, as any such constructions, repairs, remodeling,

inspections, etc. to the Property may not lead to the discovery of admissible evidence. The property may have been subject to such work on multiple occasions for items wholly unrelated to the Claim, loss, damaged property, or lawsuit at issue. Such are not relevant to any party's claims or defenses thereto. This Request is premature as discovery in this case is ongoing and Plaintiff reserves the right, as additional information is discovered, analyzed or made available during discovery in the course of proceedings, to supplement and/or revise this response.

Subject to the foregoing objections, and after a diligent search of reasonably accessible sources: ***See Plaintiffs' document production and production log forthcoming.***

REQUEST FOR PRODUCTION NO. 31: Please produce all Documents related to any contractor and the work either performed or proposed to perform at the Property, including Communications between any contractor and Plaintiff or any other Person.

RESPONSE TO REQUEST NO. 31 *See Plaintiff's Objections and Response to Request No. 10 for documents responsive to this Request.*

REQUEST FOR PRODUCTION NO. 32: Please produce all inspections performed of the Property.

RESPONSE TO REQUEST NO. 32 *See Plaintiff's Objections and Response to Request No. 10 for documents responsive to this Request.*

REQUEST FOR INSPECTION OF THE PROPERTY: Pursuant to 12 Okla. Stat. 3234, and as additionally provided by the Policy, State Farm requests entry upon the Property owned by Plaintiff for the purposes of inspecting, measuring, and photographing the Property. The areas of inspection shall consist of the entirety of the Property that is the subject of this Lawsuit. The inspection shall take place on a date and time mutually agreeable to all parties.

PLAINTIFFS' OBJECTIONS AND RESPONSE TO REQUEST FOR INSPECTION:

Plaintiff timely reported the loss to State Farm. State Farm was given full, unfettered, access to inspect the roof and property after the Claim was submitted, and it is undisputed that State Farm relied upon its investigation in the adjustment and handling of the Claim in making its claim decision. State Farm has determined it now needs to conduct additional investigations of the property now that litigation has ensued. Nothing within Sections 3234 or 3226 allows State Farm such unfettered access.

- a. State Farm's Request fails to comply with 12 O.S. § 3234 (B). Specifically, said Request fails to: (i) provide the scope and/or proposed protocol for said inspection with reasonable particularity; (ii) limit or specifically identify the areas of Plaintiff's home it intends to inspect; or (iii) provide a timeframe needed to complete said inspection, all of which is required under Section 3234 (B). Plaintiff submits State Farm must fully comply with Section 3234, and in so doing submit its Request with more particularity and provide a proposed protocol which specifically outlines the purpose, scope, areas subject to inspection and duration of their Request. Absent these basic details, Plaintiff cannot make any meaningful assessment to the reasonableness of said Request. Further, for any inspection of Plaintiff's home by State Farm, their experts or fact witnesses, must be set at a mutually convenient time for Plaintiff and her counsel.
- b. Oklahoma law very clearly states an insurer cannot defend a denial of coverage based on information it did not rely upon in refusing payment. Rather, evidence that supports a post-denial rationalization, rather than the evidence that the insurance company actually relied on when initially denying a claim, is *conclusively precluded* under *Buzzard v. Farmers Ins. Co., Inc.*, 1991 OK 127, 824 P.2d 1105, 1109 ("*Buzzard I*"), and as a result, neither proportional nor relevant to the claims or defenses in this action. See *Stroud v. Liberty Mut. Ins. Co.*, No. 15-CV-363-GKF-PJC, 2016 WL 10043485 (N.D. Okla. July 20, 2016) citing *Buzzard II*, 824 P.2d at 1109 (emphasis in original) and *Newport v. USAA*, 2000 OK 59, 11 P.3d 190, 199–200.
- c. State Farm's Request is unreasonably duplicative and cumulative. See 12 O.S. § 3226(B)(2)(c) (the court shall limit the frequency or extent of discovery if the discovery sought is **unreasonably cumulative or duplicative** or can be obtained from some other source that is more convenient, less burdensome, or less expensive). In this instance, State Farm has already performed inspections of the property after the losses. In this regard, State Farm has pictures, measurements, and reports from its claims adjuster(s) who each inspected the property post loss. As a result, because State Farm already has in its possession documents which depict the post loss condition of the property, an additional inspection would be cumulative and of relatively little importance in resolving the issues at stake in this litigation.

Stroud, supra. at *2.

- d. State Farm's Request is unduly burdensome, harassing and made for no other purpose than to annoy and oppress Plaintiff. State Farm has had every opportunity to assess and determine the condition of the property when it conducted its inspections after the losses. State Farm's Request coming almost a year later has no relevance to the actual claims in this lawsuit, is disproportionate to the needs of the case and is inherently harassing, annoying, oppressive and burdensome.
- e. leaving aside the procedural infirmities of State Farm's Request, nothing stated in the discovery code confers a party an unfettered right to enter onto property simply because a lawsuit is filed.
- f. Alternatively, while *Buzzard II* makes clear that State Farm's attempt to try and manufacture a defense to its bad faith claims handling is not admissible for purposes of defending a bad faith action, if State Farm intends to go back for a second bite at the apple, then it is reasonable to require State Farm to disclose whether the purpose of its Request is for purposes of litigation defense or to reopen the claim for further consideration.
- g. If the purpose of State Farm's request is for litigation defense, then it is reasonable to require State Farm to first identify and designate its "consultants" as experts, supplement their discovery responses, and fully comply with 12 O.S. §§ 3226(B)(4), 3226(E), 3233 and 3234. In so doing, all reports, photographs and evidence obtained on their behalf, by and through its experts, need to be produced in accordance with Oklahoma's Discovery Code.
- h. If the purpose of State Farm's request is to reopen the claim and conduct a reinspection of the loss under the Policy—then it is reasonable to require State Farm to provide a written request in accordance with State Farm's claims handling and reinspection procedures. As with a Section 3234 request, it will not only be incumbent upon State Farm to identify the claims personnel and any experts attending, participating and/or involved, but to supplement its claim file and proffer any and all reports, photographs and evidence in support of its reopened claim decision in accordance with its claim handling procedures and Oklahoma law.

To the extent State Farm is willing to fully comply with the terms set forth in items (a), (g), and (h) and engage in a meaningful discussion to reach an agreement on an agreed protocol governing said Request, then Plaintiff has no objection.

However, to the extent State Farm refuses to comply with the terms set forth in paragraph (a), (g), and (h) or engage in a meaningful discussion to reach an agreement on an agreed protocol

governing said Request in compliance with 12 O.S. §§ 3226(B)(4), 3226(E), 3233 and 3234, then Plaintiff objects to Defendant's post-litigation Request as written.

Plaintiff's objection and response to State Farm's Request for Inspection is not intended to be all inclusive of every case or argument that can be made. Plaintiff specifically reserves the right to supplement and/or revise her objections and response as needed.

Respectfully submitted,

/s John Sanders

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Blake Sonne, OBA No. 20341
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Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on the 8th day of January 2026, a true, correct, and exact copy of the foregoing document was emailed to the following persons:

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/s John Sanders

EXHIBIT 21

**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

**PLAINTIFF BILLY HURSH'S OBJECTIONS, ANSWERS, AND RESPONSES TO
DEFENDANT STATE FARM FIRE AND CASUALTY COMPANY'S
FIRST SET OF DISCOVERY REQUESTS**

Pursuant to the Oklahoma Discovery Code, and subject to the Preliminary Statements, Objections to Defendant's Instructions and Definitions, and Specific Objections stated below, Plaintiff, Billy Hursh("Plaintiff"), by and through his undersigned counsel, hereby submits the following objections, answers, and responses to Defendant State Farm Fire and Casualty Company's ("Defendant" or "State Farm") First sets of Requests for Interrogatories, Requests for Production, and Request for Inspection to Plaintiff.

The failure of Plaintiff to object on a particular ground to a specific Interrogatory or Request for Production should in no way be construed to be a waiver of Plaintiff's rights to object on additional grounds to supplement his objections and answers at a later time after further investigation.

The following answers/responses are based upon facts and information known by Plaintiff to the best of his recollection. Plaintiff reserves the right to supplement, modify and/or

EXHIBIT 21

amend these answers along with the objections set forth herein, in accordance with the Oklahoma Discovery Code. Plaintiff asserts the Preliminary Statements, Objections to Instructions and Definitions, as well as the general and specific objections set forth below in order to preserve his objections. Without waiving any objections, Plaintiff's counsel intends to communicate and cooperate in good faith with Defendant's counsel to address any issues or disputes concerning Plaintiff's answers/responses, and objections.

PRELIMINARY STATEMENT

Plaintiff states that, after a reasonable search and inquiry, he has made a good faith effort to respond to these discovery requests based upon information presently available. Plaintiff also reserves the right to amend these answers at any time additional information may become available in the future.

GENERAL OBJECTIONS

1. Each of the following answers and responses are made without waiving any objections Plaintiff may have with respect to the subsequent use of these answers, responses or the documents referred to herein and Plaintiff specifically reserves (a) all questions as to the competency, privilege, relevancy, materiality, and admissibility of said answers, responses, or documents, (b) the right to object to the uses of said answers, responses, or documents, (c) the right to object to the uses of said answers, responses or documents in any lawsuit or proceeding on any or all of the foregoing grounds or on any other proper ground, (d) the right to object on any and all proper grounds, at any time, to other discovery procedures involving or related to said answers, responses or documents, and (e) the right, at any time, upon proper showing, to revise, correct or clarify any of the following answers or responses.

2. Plaintiff objects to any of Defendant's instructions, requests and /or definitions to the extent that they may misstate or seek to impose obligations or requirements greater than those imposed by the Oklahoma Discovery Code.

3. Plaintiff objects to Defendant's requests to the extent they seek or call for information which is protected from discovery and privileged by reason of (a) the attorney-client privilege, (b) the work product doctrine, (c) the trial preparation doctrine, or (d) any other applicable discovery rule or privilege. Further, Plaintiff does not waive privilege to any privileged document or information, or portion thereof, which may be inadvertently furnished or provided, it being the intent of Plaintiff not to waive any privilege that might exist. Plaintiff objects to any request by the Defendant which purports to require the creation of documents that do not exist.

4. Any statement that a document or documents will be produced means that such documents will be produced only to the extent that they are not privileged, and if they do, in fact, exist.

5. Where the answer to a discovery request propounded by Defendant may be derived or ascertained from the documents which will be produced by Plaintiff, and the burden of deriving or ascertaining the answers is substantially the same, Plaintiff reserves the right to refer Defendant to such documents and records.

6. Where Plaintiff refers Defendant to the documents which will be produced by Plaintiff for the purposes of responding to any discovery request, such production of documents and information shall also be subject to all of the objections and conditions set forth in Plaintiff's responses to Defendant's requests for production of documents, and all such objections and

conditions are incorporated in this pleading by reference as if fully set forth herein.

7. By responding to the discovery requests of Defendant, Plaintiff concedes neither the relevancy nor the admissibility of any information provided or documents produced in response to such requests. The production of information or documents in response to a specific discovery request does not constitute an admission that such information is probative of any particular issue in this case.

8. Plaintiff objects to Defendant's discovery requests to the extent they seek information which is neither relevant nor likely to lead to the discovery of admissible evidence.

9. Plaintiff objects to the extent Defendant's discovery requests seek information and/or documents generated and/or formulated by persons or entities independent of the Plaintiff over whom Plaintiff has no control.

10. Plaintiff objects to the extent Defendant's discovery requests are amorphous, vague, overly broad, unduly burdensome and so costly as to render compliance impractical.

Subject to the foregoing objections and conditions and subject to the specific additional objections made with respect to each discovery request, Plaintiff hereby submits his Responses to the Requests propounded by Defendant, as follows:

PLAINTIFF'S ANSWERS TO INTERROGATORIES

INTERROGATORY NO. 1: If your answer to any Request for Admission listed above is anything other than an unqualified admission, please provide the factual basis for your denial.

ANSWER NO. 1. Plaintiff objects to this Interrogatory because it requires Plaintiff to marshal all available evidence Plaintiff intends to offer at trial. Plaintiff further objects to this Interrogatory as an improper contention Interrogatory. Plaintiff objects on the grounds that this

Interrogatory seeks information already in possession of the Defendant. Plaintiff objects to this Interrogatory to the extent it seeks information protected by the attorney-client privilege and/or work product doctrine.

Subject to the foregoing objections, Plaintiff refers Defendant to Plaintiff's Objections and Responses to Defendant's Requests for Admission for information responsive to this Interrogatory.

INTERROGATORY NO. 2: Describe the wind and hailstorm that occurred on or about October 4, 2023 that You allege caused damage to the Property as alleged in paragraph 40 of the Petition.

ANSWER NO. 2. Plaintiff objects that the Interrogatory is vague and/or ambiguous, in that "describe" vis-à-vis a wind and/or hailstorm is unclear. Plaintiff further objects to the extent the Interrogatory seeks information that is publicly available (e.g., from the National Weather Service). Plaintiff objects to this Interrogatory because it requires Plaintiff to marshal all available evidence Plaintiff intends to offer at trial. Plaintiff objects on the grounds that this Interrogatory seeks information already in possession of the Defendant.

Subject to the foregoing objections, Plaintiff refers Defendant to the Petition for information responsive to this Interrogatory. Plaintiff opts to specify the following materials from which information responsive to this Interrogatory may reasonably be ascertained: **See Plaintiffs' document production and production log forthcoming.** Moreover, Plaintiff does not personally possess or have access to Defendants' business records and as such refer Defendants to the agent file, claim file, and all other documents that are already in Defendants' possession, custody, or control.

INTERROGATORY NO. 3: Describe the "significant wind and hailstorm" You allege damaged the Property on or about May 21, 2024 as described in paragraph 40 of the Petition.

ANSWER NO. 3. Plaintiff objects that the Interrogatory is vague and/or ambiguous, in that “describe” vis-à-vis a wind and/or hailstorm is unclear. Plaintiff further objects to the extent the Interrogatory seeks information that is publicly available (e.g., from the National Weather Service). Plaintiff objects to this Interrogatory because it requires Plaintiff to marshal all available evidence Plaintiff intends to offer at trial. Plaintiff objects on the grounds that this Interrogatory seeks information already in possession of the Defendant.

Subject to the foregoing objections, Plaintiff refers Defendant to the Petition for information responsive to this Interrogatory. Plaintiff opts to specify the following materials from which information responsive to this Interrogatory may reasonably be ascertained: **See Plaintiffs’ document production and production log forthcoming.** Moreover, Plaintiff does not personally possess or have access to Defendants’ business records and as such refer Defendants to the agent file, claim file, and all other documents that are already in Defendants’ possession, custody, or control.

INTERROGATORY NO. 4: Please identify each and every act or omission of State Farm which you claim constitutes a breach of the Policy.

ANSWER NO. 4. Plaintiff objects to this Interrogatory because it requires Plaintiff to marshal all available evidence Plaintiff intends to offer at trial. Plaintiff further objects to this Interrogatory as an improper contention Interrogatory. This Interrogatory may also seek a legal conclusion, which invades the province of a duly empaneled jury and as phrased may impermissibly seek Attorney Work Product and the identification and/or opinions of Plaintiff’s consultants, which are not discoverable pursuant to the Oklahoma Discovery Code. 12 O.S. § 3226(B)(3). As discovery in this case is ongoing, Plaintiff reserves the right, as additional information is discovered, analyzed or made available during discovery in the course of

proceedings, to supplement and/or revise this answer.

Subject to the foregoing objections, Plaintiff refers Defendant to the Petition and Plaintiff's Objections and Answers to Interrogatory Nos. 5, 6, 7, 9, 12, 16, 18, and 19 herein, which contain information and documents responsive to this Interrogatory. By way of further responding:

In furtherance of the Wind/Hail Focus Initiative and resultant Scheme, Defendants State Farm and Mark D. Welty and Mark D. Welty Insurance Agency, Inc. (collectively, "Welty") committed the following strategic and material omissions: On information and belief, neither Welty nor State Farm ever inspected the Insured Property or procured such an inspection from a third party. On information and belief, neither Welty nor State Farm ever verified the Insured Property's condition, characteristics, attributes, etc.—whether at Policy inception or upon each subsequent annual renewal of the Policy. Regardless of whether an inspection occurred, neither Welty nor State Farm ever disclosed to Plaintiffs that the Insured Property was ineligible under State Farm's underwriting rules for the requested replacement cost coverage for any reason. Regardless of whether an inspection occurred, neither Welty nor State Farm ever advised Plaintiffs that the Insured Property had any defect, pre-existing damage (such as "*wear, tear or deterioration*" noted in State Farm's denial letter), or other conditions that would exclude it under State Farm's underwriting rules from replacement cost coverage. Neither Welty nor State Farm ever advised Plaintiffs of State Farm's Scheme, including but not limited to State Farm's internal and clandestine definitions of "hail damage," "wear and tear," "granular loss," "functional damage," etc. Neither Welty nor State Farm required or otherwise asked Plaintiffs to calculate or request a specific amount of coverage for the Insured Property—rather, Welty assumed this duty and thereby assumed the duty to do so accurately, with requisite skill, knowledge, and expertise, and in a way commensurate with these duties. These obligations necessitated a physical inspection

of the Insured Property, which would have disclosed any defect, pre-existing damage, or coverage-negating condition. Neither Welty nor State Farm disclosed to Plaintiffs that the value Welty calculated for the Insured Property and resultant coverage limits did not in fact represent more than 100% insurance to value because State Farm had already pre-ordained the denial of any claim for roof damage. Neither Welty nor State Farm disclosed to Plaintiffs the existence of the Scheme, the Wind-Hail Focus Initiative, or any aspects thereof.

Both Welty and State Farm thereby either knew or should have known of any material defect, pre-existing damage, or other condition(s) (*i.e.*, granular loss, deterioration, age, improper ventilation, wear and tear, deterioration, etc.) that would exclude the Insured Property from replacement cost coverage and failed to disclose it. Both Welty and State Farm knew State Farm purposefully uses hidden definitions of wind- and/or hailstorm damage to deny claims but failed to disclose these to insureds in the Policy or at any point prior to claims adjustment. Nevertheless, and under the cover of Welty's strategic and material omissions, Welty marketed, sold, procured, and bound coverage (whether at inception or renewal) without limitation. State Farm issued the Policy. Welty, by virtue of these acts, represented that Plaintiffs were covered under the Policy for all fortuitous losses, including all weather-related damage. Defendants misrepresented the full replacement cost coverage to Plaintiffs as promised by Welty and as expected by Plaintiffs and induced them into purchasing and/or renewing illusory replacement cost coverage. As a result, Defendants subjected Plaintiffs to the Wind/Hail Focus Initiative, which consists of State Farm's bad faith pattern and practices of manufacturing pre-determined and falsified/wrongful denials for full roof replacements on wind and/or hailstorm roof claims.

Here, the Insured Property was damaged during a significant wind and hailstorm which occurred in the Tulsa area on or about October 4, 2023. The Insured Property sustained substantial

wind and hail damage across the entirety of the roof, and to its gutters, and to other portions of the Insured Property. Plaintiffs properly and timely submitted the claim to State Farm for the storm damage. State Farm's adjuster first inspected the Insured Property on March 12, 2024. The adjuster conducted an inadequate inspection and failed to recognize the vast majority of damage to the Insured Property. State Farm adjuster, J.R. Phillips, wrote: "*No hail damage found to shingles of any slopes. No storm created opening found to any slopes of the roof. Granule loss, deterioration found to all slopes due to age and improper ventilation. Areas marked by roofer for consideration are not consistent with hail impacts. Roof appears to be in fair overall condition. Pea size hail dents found to soft metal vents which are more prone to damage by smaller hailstones*".

State Farm and Phillips engage in the pattern and practice of using almost identical language to deny full roof replacement claims by other State Farm insureds. Phillips blamed the patent hail damage on a non-covered cause of loss in furtherance of the Scheme to avoid payment of the full replacement cost benefits under the Policy. State Farm then used the inspection report to prepare a damage estimate of \$1,446.87 for the cost to repair the alleged damages to the Insured Property. Specifically, State Farm intentionally refused to acknowledge the comprehensive wind/hail damage to the Insured Property, including the need for a full roof replacement. On March 12, 2024, State Farm sent a letter to Plaintiffs denying the claim on the grounds that the Insured Property had purportedly displayed signs of *wear, tear, or deterioration*. However, this was the first time that Plaintiffs had ever been told that the roof had pre-existing that negated their full replacement cost coverage. Plaintiffs appealed to State Farm to adjudicate the claim in a fair manner. State Farm denied Plaintiffs' appeal.

On or about May 21, 2024, Insured Property was damaged by another significant wind and hailstorm. Plaintiffs properly and timely filed a second claim with State Farm. Randy James of

ROKE Roofing & Construction, a reputable and trustworthy contractor, conducted an inspection of the Insured Property on May 29, 2024. Mr. James determined that Insured Property had suffered serious storm damage that totaled the roof and required full replacement of same. State Farm again inspected the Insured Property. During this inspection, State Farm arbitrarily and wrongfully concluded that the storm damage to the Insured Property was only minor. On July 29, 2024, State Farm sent a letter to Plaintiffs stating that while Insured Property did sustain storm damage, the cost of the damages remained below the Policy deductible. Thus, State Farm informed the Plaintiffs that no payment would be forthcoming.

State Farm's claim denial was pre-determined by the Wind/Hail Focus Initiative. By virtue of the Scheme, State Farm manipulated its loss findings to avoid paying Plaintiffs all amounts owed under the Policy, including a full roof replacement. State Farm and its adjusters did everything they could to ignore the wind/hail damage sustained to the roof and blame it on other non-covered causes and pre-existing damage. In fall 2024, Plaintiffs were forced to borrow against the equity in the Insured Property to cover the cost of a full roof replacement. The cost of the full roof replacement was in excess of \$22,000. State Farm's estimates were inadequate, shoddy, and significantly lower than that of the reputable roofers and contractors that inspected the Insured Property. Indeed, it was Defendant Welty himself that recommended some of these roofers to Plaintiffs, including Randy James at ROKE Roofing, Republic Roofing, and Elliott Roofing. Plaintiffs had numerous roofing contractors determine that the roof was totaled and required full replacement and/or provided estimates to Plaintiffs for the cost of a full roof replacement. However, State Farm and its adjusters disregarded all information and evidence supporting the need for a full roof replacement so that it could save money by subjecting Plaintiffs to the Scheme.

State Farm denied one or more of Plaintiffs' claims by informing them that there was no

wind/hail damage to the roof and that the damage was attributable to “*wear, tear or deterioration*.” However, neither Welty nor State Farm had ever advised Plaintiffs that their roof had *wear, tear or deterioration* that needed to be addressed and resolved prior to the claims to stay in compliance with State Farm’s underwriting guidelines and qualify for 100% full replacement cost coverage. Instead, Defendants’ underwriting negligence and failure to disclose replacement cost coverage-negating defects enabled State Farm to ambush Plaintiffs with a denial based on pre-existing damage in accordance with State Farm’s Scheme.

State Farm knowingly, intentionally, purposefully, wrongfully, and repeatedly breached its duty to deal fairly and in good faith by knowingly engaging in a pattern and practice of denial-oriented investigations and claims-handling practices that Plaintiff was subjected to. Moreover, State Farm knowingly and intentionally withheld pertinent benefits, coverages, and other provisions due to Plaintiffs under the terms and conditions of the Policy in violation of the Unfair Claims Settlement Practices Act, 36 O.S. §§1250.1-1250.16; limited and/or denied rights inherent to Plaintiffs; recklessly disregarded said rights; forced Plaintiffs to retain counsel to recover insurance benefits owed under the terms and conditions of the Policy; manipulated claims to ensure damages fell below the Policy deductible; and ignored covered hail and windstorm damage. State Farm knowingly, intentionally, purposefully, wrongfully, and repeatedly breached its duty to deal fairly and in good faith by engaging in the pattern and practice of denying full roof replacement claims by asserting pre-existing damages (here, *wear, tear, or deterioration*, etc.) and faulty installation without a pre-inception property inspection and/or without reasonably updated knowledge of the pre-loss condition of the subject property, as well as implementing the Wind/Hail Focus Initiative with the goal of reducing indemnity payments and deny full roof replacements to policyholders like Plaintiffs on valid wind and hail claims.

State Farm's conduct, as described above, constitutes bad faith and is a material breach of the terms and conditions of the Policy and its underlying insurance contract between the parties. State Farm has no reasonable basis in its refusal to recognize and pay Plaintiff the agreed replacement cost as per the Policy for damages caused by the wind and hail damage to the Insured Property. As a consequence of State Farm's breach of the duty of good faith and fair dealing, Plaintiff sustained damages, including deprivation of monies rightfully belonging to Plaintiff, and ordinary or garden variety harm of anger, stress, worry, physical and emotional suffering that naturally results from an insurance failure.

Defendants misrepresented the Insured Property met all underwriting requirements, that all property inspections had occurred, and that the replacement cost values it calculated were accurate and commensurate with reconstruction costs such that the coverage would fully restore, replace and/or repair the Insured Property (including its roof) in the event of a loss by a covered event. Defendants misrepresented that the Insured Property (and, specifically, its roof) was eligible for the comprehensive full replacement coverage (rather than ACV). Defendants failed to disclose that pre-existing issues (such as *wear, tear, or deterioration* State Farm relied on to deny the claim) with the Insured Property would either prevent issuance of the replacement cost coverage or limit coverage for any damage during the Policy period. Welty misrepresented his procurement of the comprehensive coverage Plaintiff requested. Defendants misrepresented that the Policy covered all fortuitous losses and that weather-related damage (even cosmetic)—big or small—was fully covered under the Policy. Moreover, Defendants intentionally withheld their knowledge of the Scheme from Plaintiff, which is targeted at pre-textually denying full roof replacement claims like that of Plaintiff's. Defendants' conduct was intentional, willful, malicious, and/or in reckless disregard of the rights of others. State Farm's actions during the handling of the claims demonstrate

it acted intentionally, and with malice and, breached its duty to deal fairly and in good faith. Defendants' actions were consistent with an overall collective corporate goal of increasing profits through the systematic underpayment and denial of claims and is sufficiently egregious in nature so as to warrant the imposition of punitive damages.

Plaintiff opts to specify the following materials from which information responsive to this Interrogatory may reasonably be ascertained: **See Plaintiffs' document production and production log forthcoming.** Moreover, Plaintiff does not personally possess or have access to Defendants' business records and as such refer Defendants to the agent file, claim file, and all other documents that are already in Defendants' possession, custody, or control.

INTERROGATORY NO. 5: Specifically describe the damages you contend you have suffered as a result of State Farm's purported breach of contract by: (a) type of damages; (b) amount of damages; and (c) methodology you utilized in calculating such damages. Your answer should include, but is in no way limited to, an identification of each specific coverage (Coverage A, B, C, etc.) in the Policy under which you claim additional payments are owed, the amount of additional payments you claim to be owed for each specific coverage, each item of damage you are claiming in this Lawsuit, the amount of each item of damage and a computation of each item of damage.

ANSWER NO. 5. Plaintiff objects to this Interrogatory because it requires Plaintiff to marshal all available evidence Plaintiff intends to offer at trial. Plaintiff further objects to this as an improper contention Interrogatory. Plaintiff objects on the grounds that this Interrogatory seeks information already in possession of the Defendant. This Interrogatory may also seek a legal conclusion, which invades the province of a duly empaneled jury and as phrased may impermissibly seek Attorney Work Product and the identification and/or opinions of Plaintiff's

consultants, which are not discoverable pursuant to the Oklahoma Discovery Code. 12 O.S. § 3226(B)(3).

Plaintiff further objects to this Interrogatory as the measure of damages in bad faith are: (1) the *loss payable under the policy* together with (2) those *other items of recovery* that are consistent with harm flowing from insurer's bad-faith breach of its implied-in-law duty of good faith and fair dealing, which may necessarily include: (1) financial losses; (2) embarrassment and loss of reputation; (3) mental pain and suffering; and (4) punitive damages. Plaintiff further claims prejudgment interest, costs, and attorneys' fees. This Interrogatory is premature as discovery in this case is ongoing and Plaintiff reserves the right, as additional information is discovered, analyzed or made available during discovery in the course of proceedings, to supplement and/or revise this answer.

Subject to the foregoing objections, Plaintiff refers Defendant to the Petition and Plaintiff's Policy for information responsive to this Interrogatory. Moreover, Plaintiff opts to specify the following materials from which information responsive to this Interrogatory may reasonably be ascertained: **See Plaintiffs' document production and production log forthcoming.**

INTERROGATORY NO. 6: Please describe and identify all repairs and work performed on the Property from October 4, 2023 to the present, including identification of the person and/or contractor performing the repairs and work.

ANSWER NO. 6. Plaintiff objects to this Interrogatory as overly broad and unduly burdensome to the extent it targets repairs made to the Insured Property that are not at issue or relevant to this lawsuit, the loss at issue, or the Claim. Plaintiff will identify those responsive repairs that relate to this lawsuit, the roof, and/or Plaintiff's Claim.

Subject to the foregoing objections, the roof was ultimately replaced by Platinum Construction on October 12 – 13, 2024. Moreover, Plaintiff opts to specify the following materials from which information responsive to this Interrogatory may reasonably be ascertained: **See Plaintiffs' document production and production log forthcoming.**

INTERROGATORY NO. 7: Please identify each and every act or omission of State Farm which you claim constitutes State Farm's breach of the duty of good faith and fair dealing.

ANSWER NO. 7. Plaintiff objects to this Interrogatory because it requires Plaintiff to marshal all available evidence Plaintiff intends to offer at trial. Plaintiff further objects to this Interrogatory as an improper contention Interrogatory. This Interrogatory may also seek a legal conclusion, which invades the province of a duly empaneled jury and as phrased may impermissibly seek Attorney Work Product and the identification and/or opinions of Plaintiff's consultants, which are not discoverable pursuant to the Oklahoma Discovery Code. 12 O.S. § 3226(B)(3). As discovery in this case is ongoing, Plaintiff reserves the right, as additional information is discovered, analyzed or made available during discovery in the course of proceedings, to supplement and/or revise this answer.

Subject to the foregoing objections, Plaintiff refers Defendant to the Petition and Plaintiff's Objections and Answer to Interrogatory Nos. 4, 5, 6, 9, 12, 16, 18, and 19, which contain information and documents responsive to this Interrogatory. Plaintiff opts to specify the following materials from which information responsive to this Interrogatory may reasonably be ascertained: **See Plaintiffs' document production and production log forthcoming.** Moreover, Plaintiff does not personally possess or have access to Defendants' business records and as such refer Defendants to the agent file, claim file, and all other documents that are already in Defendants' possession, custody, or control.

INTERROGATORY NO. 8: Specifically describe the damages you contend you have suffered as a result of State Farm's purported breach of the duty of good faith and fair dealing by: (a) type of damages; (b) amount of damages; and (c) methodology you utilized in calculating such damages.

ANSWER NO. 8. Plaintiff refers Defendant to the Petition and Plaintiff's Objections and Answers to Interrogatory Nos. 4, 5, 6, 9, 16, 18, and 19 herein, which contain information and documents responsive to this Interrogatory.

INTERROGATORY NO. 9: Please identify each and every act or omission of State Farm which you claim warrants punitive damages against State Farm.

ANSWER NO. 9. Plaintiff objects to this Interrogatory because it requires Plaintiff to marshal all available evidence Plaintiff intends to offer at trial. Plaintiff further objects to this as an improper contention Interrogatory. This Interrogatory may also seek a legal conclusion, which invades the province of a duly empaneled jury and as phrased may impermissibly seek Attorney Work Product and the identification and/or opinions of Plaintiff's consultants, which are not discoverable pursuant to the Oklahoma Discovery Code. 12 O.S. § 3226(B)(3).

Subject to the foregoing objections, Plaintiff refers Defendant to the Petition and Plaintiff's Objections and Answer to Interrogatory Nos. 4, 5, 6, 7, 12, 16, 18, and 19 herein, which contain information and documents responsive to this Interrogatory. By way of further responding, State Farm's Scheme is a pattern and practice of bad faith conduct that is intentional, willful, malicious, and/or in reckless disregard of the rights and financial well-being of Scheme victims, including Plaintiff. State Farm acts pursuant to the Scheme at all times knowingly, purposefully, intentionally, and with reckless disregard for Plaintiff's property, safety in said property, financial well-being, and security. Plaintiffs' specific claim denials were pre-determined in furtherance of

the Scheme. This conduct constitutes “malice” as defined under Oklahoma law. Additionally, State Farm’s actions were consistent with an overall collective corporate goal of increasing profits through the systematic underpayment and denial of claims, including Plaintiffs’ claims, and is sufficiently egregious in nature so as to warrant the imposition of punitive damages.

Testimony available in the public record shows that although State Farm’s adjusters have the authority to deny a full roof replacement during an on-site inspection, those very same adjusters cannot approve a full roof replacement during the inspection and are required to elevate consideration of a full roof replacement to upper management for review. These are just a few of the many bad faith tactics (the “Wind/Hail Focus Initiative” and resultant Scheme) State Farm uses to save money and maximize profits by wrongfully denying storm damage roof claims, many of which were used to wrongfully deny Plaintiffs’ claims. State Farm has specifically targeted full roof replacements as a way to lower indemnity payments on roof claims without proper justification and reasonable grounds for doing so. Plaintiffs were just another innocent victim of State Farm’s Scheme.

Former State Farm adjuster Amy Lanier and current State Farm adjuster Kelly Wienstroer have testified as to the managerial approval requirement for consideration of full roof replacements, as well as State Farm’s bad faith practices regarding team managers instructing adjusters to attribute wind/hail damage to wear and tear and other forms of pre-existing damage to deny the claim or else those adjusters will receive negative performance reviews. In the present case and *Faust*,¹ the Honorable Amy Palumbo has ordered the following high-level executives for State Farm to be compelled to testify as to State Farm’s Scheme and

¹ *Hursh v. State Farm, et al.*, Case No. CJ-2025-2626 (Okla. Cnty. Dist. Ct.) (Palumbo, D.J.); *Faust v. State Farm, et al.*, Case No. CJ-2025-1675 (Okla. Cnty. Dist. Ct.) (Palumbo, D.J.).

Wind/Hail Focus Initiative designed to pre-textually deny storm damage claims for full roof replacements in bad faith: Wensley Herbert; Thomas Moss; Scott Welsh; Nicole Manduca; Kathy Ress; Wendy Mazza; and Tyrone Smith. Plaintiffs maintain that the testimony from these executives will further reveal the malicious nature of State Farm's Scheme, its effect on thousands of insureds throughout Oklahoma and nationwide, and Plaintiffs' entitlement to punitive damages for bad faith. State Farm's bad faith practices on wind and hail claims are becoming common knowledge to the public due to the widespread nature of the Scheme, so much so that Oklahoma's Attorney General filed a Motion to Intervene in this case alleging the same bad faith pattern and practices and fraud against State Farm and its' captive agents that Plaintiffs have pled here. Indeed, Judge Palumbo recently granted the Oklahoma Attorney General's Motion to Intervene in this case.

Moreover, Defendants' insurance failures in failing to provide the full replacement cost coverage as requested and promised, as well as refusal to handle the claims in good faith by way of the Wind/Hail Focus Initiative caused Plaintiffs' significant emotion distress, stress, anxiety, and mental anguish. For example, Defendants caused Plaintiffs to worry about the safety of their home and uncertainty regarding whether the totaled roof would protect Plaintiffs and their toddler from additional storms and/or other catastrophic losses. Further, Defendants placed Plaintiffs in a disadvantaged financial position by continually collecting their insurance premiums but then wrongfully denying their valid storm damage claims.

INTERROGATORY NO. 10: Please provide the name, address, and telephone number for each and every Person whom you believe to have knowledge of any facts or information relevant to any of the claims and/or allegations stated in your Petition or State Farm's Answer, including any person present during inspections or communications with State Farm, regardless

of whether you intend to call such Person as a witness in this case. Your answer should include a brief synopsis of what you understand their knowledge to be.

ANSWER NO. 10. Plaintiff objects to this Interrogatory to the extent it seeks information that is not relevant to any party's claims or defenses, not reasonably calculated to lead to the discovery of admissible evidence, and not proportional to the needs of this case. Plaintiff objects that the Interrogatory is overly broad and unduly burdensome in that it seeks identification of "each and every" Person with such knowledge, many of whom may not be known to Plaintiff or may have only cursory or consequential knowledge of matters relevant here (and were not directly involved in any aspect of the loss, claims, etc.). Plaintiff objects to this Interrogatory because it seeks information in the possession of, known to, or otherwise equally available to Defendant. Plaintiff objects to this Interrogatory to the extent it seeks information protected by the attorney-client privilege and/or work product doctrine. Plaintiff further objects to this Interrogatory as premature since discovery is ongoing and Plaintiff has not yet ascertained the identity of each and every witness who has knowledge or information concerning the claims and demands made in his Petition.

Subject to the forgoing objections, Plaintiff identifies the following:

No.	Name	Proposed Testimony
1.	Plaintiff Lacy Hursh c/o Plaintiffs' counsel	Will testify regarding the Policy, the claims at issue, their interactions with State Farm and the harms and losses suffered by them as a result of Defendants' conduct.
2.	Plaintiff Billy Hursh c/o Plaintiffs' counsel	Will testify regarding the Policy, the claims at issue, their interactions with State Farm and the harms and losses suffered by them as a result of Defendants' conduct.
3.	Defendant Mark Welty c/o Defendants' counsel	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to Plaintiffs' Policy and the claims at issue.

4.	Agency Personnel and Representative(s) of Mark D. Welty Insurance Agency, Inc. c/o Defendants' counsel	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to Plaintiffs' Policy and the claims at issue.
5.	Corporate Representative of State Farm Fire and Casualty Company ("State Farm") c/o Defendants' counsel	Facts and circumstances surrounding the allegations set forth in the Petition.
6.	Janice Shed – CO c/o Defendants' counsel	Facts and circumstances surrounding the allegations set forth in the Petition.
7.	Carmen Richwine – Manager c/o Defendants' counsel	Facts and circumstances surrounding the allegations set forth in the Petition.
8.	Maegan O'Brien – Manager c/o Defendants' counsel	Facts and circumstances surrounding the allegations set forth in the Petition.
9.	Gregory Strickland – Manager c/o Defendants' counsel	Facts and circumstances surrounding the allegations set forth in the Petition.
10.	Kim Boydston – Manager c/o Defendants' counsel	Facts and circumstances surrounding the allegations set forth in the Petition.
11.	Demarcus Hill – Manager c/o Defendants' counsel	Facts and circumstances surrounding the allegations set forth in the Petition.
12.	George Randle – Manager c/o Defendants' counsel	Facts and circumstances surrounding the allegations set forth in the Petition.
13.	Mark Wood – Manager c/o Defendants' counsel	Facts and circumstances surrounding the allegations set forth in the Petition.
14.	Tobreshia Horn – NP c/o Defendants' counsel	Facts and circumstances surrounding the allegations set forth in the Petition.
15.	Dylan Fatzynytyz – CO c/o Defendants' counsel	Facts and circumstances surrounding the allegations set forth in the Petition.
16.	Representatives and personnel of State Farm, including the following: - Wensley Herbert - Thomas Moss - Scott Welsh - Nicole Manduca - Kathy Ress - Wendy Mazza - Tyrone Smith - Kelly Wienstroer	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims.
17.	Amy Lanier	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State

		Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims.
18.	J.R. Phillips – State Farm Claim Specialist c/o Defendants' counsel	Facts and circumstances surrounding the allegations set forth in the Petition.
19.	Conrad Feller – External Claim Resource – Pilot c/o Defendants' counsel	Facts and circumstances surrounding the allegations set forth in the Petition.
20.	Representative(s) and personnel of Seek Now, Inc. 3600 Chamberlain Ln., Suite 736 Louisville, KY 40241 c/o Defendants' counsel	Facts and circumstances surrounding the allegations set forth in the Petition, including condition of the subject property.
21.	Mark Caylao – Field Inspector Seek Now, Inc. 3600 Chamberlain Ln., Suite 736 Louisville, KY 40241 c/o Defendants' counsel	Facts and circumstances surrounding the allegations set forth in the Petition, including condition of the subject property.
22.	All adjusters or supervisors who participated in Plaintiffs' claims, including but not limited to all third-party adjusters hired by State Farm c/o Defendants' counsel	Facts and circumstances surrounding the allegations set forth in the Petition.
23.	Bill Bond Platinum Construction Solutions, LLC d/b/a Platco Construction Solutions	Facts and circumstances surrounding the allegations set forth in the Petition, including condition of the subject property and replacement of the roof.
24.	Randy James ROKE Roofing & Construction 8516 E. 101 st St., Tulsa, OK 74133	Facts and circumstances surrounding the allegations set forth in the Petition, including condition of the subject property.
25.	Diamond Gutter Company, LLC 15723 S. 85 th St. E. Webbers Falls, OK 74470	Facts and circumstances surrounding the allegations set forth in the Petition, including condition of the subject property.
26.	A+ Roofing Solutions 415 E. A St. Jenks, OK 74037	Facts and circumstances surrounding the allegations set forth in the Petition, including condition of the subject property.
27.	R Turley Roofing, Inc. 531 W. H Street, Suite E Jenks, OK 74037	Facts and circumstances surrounding the allegations set forth in the Petition, including condition of the subject property.

28.	Elliott Roofing Jesse Chambers 3900 N Harvard Ave. Oklahoma City, OK 73122	Facts and circumstances surrounding the allegations set forth in the Petition, including condition of the subject property.
29.	Republic Roofing, Inc. PO Box 35343 Tulsa, OK	Facts and circumstances surrounding the allegations set forth in the Petition, including condition of the subject property.
30.	Jennifer Moody – Vice President/Lending Manager Fraternal Order of Police FCU PO Box 691090 Tulsa, OK 74169-1090 10110 E. 11 th St., 74128	Verification and information relating to the HELOC.

Plaintiff opts to specify the following materials from which information responsive to this Interrogatory may reasonably be ascertained: ***See Plaintiffs' document production and production log forthcoming.*** Moreover, Plaintiff does not personally possess or have access to Defendants' business records and as such refer Defendants to the agent file, claim file, and all other documents that are already in Defendants' possession, custody, or control.

INTERROGATORY NO. 11: Identify each Person you expect to be called as an expert witness at trial on your behalf and include in your response the following:

- (a) the subject matter on which each expert witness is expected to testify;
- (b) the substance of the facts and opinions to which the expert is expected to testify;
- (c) a summary of the grounds for each opinion;
- (d) the qualifications of each expert witness, including a list of all publications authored by the expert witness within the preceding ten (10) years;
- (e) the compensation to be paid to the expert witness for the testimony and preparation for the testimony; and
- (f) a listing of any other cases in which the expert witness has testified as an expert at trial or by deposition within the preceding four (4) years.

ANSWER NO. 11. Plaintiff objects to Interrogatory No. 11 as premature as discovery is ongoing and Plaintiff has not yet identified, nor decided on which, if any, expert witnesses may be called at trial. Insofar as this Interrogatory seeks to ascertain the identity, writings, and opinions of Plaintiff's experts who have been retained or utilized to date solely as an advisor or consultant, it is violative of Oklahoma's Discovery Code and/or the work-product doctrine. Plaintiff specifically reserves the right to supplement and/or revise this answer in accordance with this Court's Scheduling Order upon the entry of same.

INTERROGATORY NO. 12: Please Identify all Communications between you and any Person (including, but not limited to, contractors with whom you consulted regarding the Property) that relate in any way to State Farm's alleged (i) breach of contract, (ii) breach of the duty of good faith and fair dealing, (iii) your alleged damages or (iv) the facts giving rise to such claims. Your answer should include, but is in no way limited to, the date on which such Communications occurred, the individuals present, and the substance of each Communication. Your answer should include any Communications with any Person on the date of the Incident.

ANSWER NO. 12. Plaintiff objects on the grounds that this Interrogatory seeks information already in possession of the Defendant. Plaintiff objects to this Interrogatory to the extent it seeks information protected by the attorney-client privilege and/or work product doctrine. Plaintiff further objects to this Interrogatory to the extent it seeks information that is not relevant to any party's claims or defenses, not reasonably calculated to lead to the discovery of admissible evidence, and not proportional to the needs of this case. Plaintiff objects that the Interrogatory is overly broad and unduly burdensome in that it seeks identification of "any" Person with such Communication, many of whom may not be known to Plaintiff or may have only cursory or consequential knowledge of matters relevant here (and were not directly involved in any aspect of

the loss, claims, etc.). Plaintiff further objects to this Interrogatory in that it requires Plaintiff to marshal all evidence in a coordinated effort to ascertain the work-product of and/or trial strategy of Plaintiff's counsel, which is impermissible. This Interrogatory is premature as discovery in this case is ongoing and Plaintiff reserves the right, as additional information is discovered, analyzed or made available during discovery in the course of proceedings, to supplement and/or revise this answer. Further, this Interrogatory is overly broad in that it has no date limitation and calls for narrative testimony about every conceivable conversation that has ever occurred.

Subject to the foregoing objections, Plaintiff refers Defendant to the Petition and Plaintiff's Objections and Answer to Interrogatory No. 4, 10, 13, 16 and 17 herein, which contain information and individuals responsive to this Interrogatory. Plaintiff does not personally possess or have access to Defendants' business records and as such refers Defendants to the agent file, claim file, and all other documents that are already in Defendants' possession, custody, or control. Moreover, Plaintiff opts to specify the following materials from which information responsive to this Interrogatory may reasonably be ascertained: **See Plaintiffs' document production and production log forthcoming.**

INTERROGATORY NO. 13: Describe and identify, to your knowledge, any inspections of the Property for any purpose.

ANSWER NO. 13. Plaintiff objects on the grounds that this Interrogatory seeks information already in possession of the Defendant. Plaintiff objects to this Interrogatory to the extent it seeks information protected by the attorney-client privilege and/or work product doctrine. Plaintiff objects to this Interrogatory to the extent it seeks information that is not relevant to any party's claims or defenses, not reasonably calculated to lead to the discovery of admissible evidence, and not proportional to the needs of this case. Plaintiff further objects that the

Interrogatory is overly broad and unduly burdensome in that it seeks identification of “any” such inspections, including those that may have occurred without any bearing on the property damaged in the storm at issue, the loss, Plaintiff’s claims, etc. Because discovery in this case is ongoing, Plaintiff reserves the right, as additional information is discovered, analyzed or made available during discovery in the course of proceedings, to supplement and/or revise this answer.

Subject to the foregoing objections and to the best of Plaintiff’s recollection, after the first storm of October 4, 2023, Seek Now inspected the property on behalf of State Farm, followed by an inspection that was performed by a State Farm adjuster. Plaintiff states that R Turley Roofing and A+ Roofing also inspected the property after the first storm. Following the second storm, Plaintiff recalls State Farm adjusters inspecting the property, as well as Roke Roofing/Randy James, Elliott Roofing, Platinum Construction/Bill Bond and Republic Roofing.

Plaintiff does not personally possess or have access to Defendants’ business records and as such refers Defendants to the agent file, claim file, and all other documents that are already in Defendants’ possession, custody, or control. Moreover, Plaintiff opts to specify the following materials from which information responsive to this Interrogatory may reasonably be ascertained: ***See Plaintiffs’ document production and production log forthcoming.***

INTERROGATORY NO. 14: Describe and identify, to your knowledge, any repairs or work performed on the Property prior to October 4, 2023, and identify the Person(s) who performed such work.

ANSWER NO. 14. Plaintiff objects on the grounds that this Interrogatory seeks information already in possession of the Defendant. Plaintiff objects to this Interrogatory to the extent it seeks information that is not relevant to any party’s claims or defenses, not reasonably calculated to lead to the discovery of admissible evidence, and not proportional to the needs of this

case. Plaintiff objects that the Interrogatory is overly broad and unduly burdensome in that it seeks identification of “any” such repairs, including those that may have occurred without any bearing on the property damaged in the storm at issue, the loss, Plaintiff’s claims, etc. Because discovery in this case is ongoing, Plaintiff reserves the right, as additional information is discovered, analyzed or made available during discovery in the course of proceedings, to supplement and/or revise this answer.

Subject to the forgoing objections, Plaintiff can recall replacing a doorknob, changing out carpet in one or two rooms, replacing a ceiling fan, changing out the countertops since they bought the home in 2020, and other minor remodels to the kitchen. As it relates to the roof, ceiling or exterior of the property, Plaintiff can recall having new gutters installed on a portion of their home in 2021. Moreover, Plaintiff opts to specify the following materials from which information responsive to this Interrogatory may reasonably be ascertained, including the proposal from Diamond Gutter Company, LLC on July 24, 2021: **See Plaintiffs’ document production and production log forthcoming.**

INTERROGATORY NO. 15: Identify all prior claims on the Property. Your answer should include, but no way is limited to, the date of loss, claim number, insurance company submitted with, policy number, reason for loss, damages identified for loss, third party contractor(s) used, any amount of money paid for the claim, and whether the damages were repaired or replaced.

ANSWER NO. 15. Plaintiff objects on the grounds that this Interrogatory seeks information already in possession of the Defendant. Plaintiff objects to this Interrogatory to the extent it seeks information that is not relevant to any party’s claims or defenses, not reasonably calculated to lead to the discovery of admissible evidence, and not proportional to the needs of this

case. Plaintiff objects that the Interrogatory is overly broad and unduly burdensome in that it seeks identification of “all” such prior claims, including those that may have occurred without any bearing on the property damaged in the storm at issue, the loss, Plaintiff’s claims, etc. Because discovery in this case is ongoing, Plaintiff reserves the right, as additional information is discovered, analyzed or made available during discovery in the course of proceedings, to supplement and/or revise this answer.

Subject to the forgoing objections, Plaintiff is unaware of any prior claims on the Insured Property during ownership of the same, and Plaintiff has no knowledge of any claims made by prior homeowners.

INTERROGATORY NO. 16: Please Identify all Communications between Plaintiffs and any Person related to the condition and/or repair of the Property. Your answer should include, but is in no way limited to, the date on which such communications occurred, the participating Person, and the substance of each communication.

ANSWER NO. 16. Plaintiff objects on the grounds that this Interrogatory seeks information already in possession of the Defendant. Plaintiff objects to this Interrogatory to the extent it seeks information protected by the attorney-client privilege and/or work product doctrine. Plaintiff objects to this Interrogatory to the extent it seeks information that is not relevant to any party’s claims or defenses, not reasonably calculated to lead to the discovery of admissible evidence, and not proportional to the needs of this case. Plaintiff further objects that the Interrogatory is overly broad and unduly burdensome in that it seeks identification of “all” such Communications, including those that may have occurred without any bearing on the property damaged in the storm at issue, the loss, Plaintiff’s claims, etc. Further, this Interrogatory is overly broad in that it has no date limitation and calls for narrative testimony about every conceivable

conversation that has ever occurred. This Interrogatory is premature as discovery in this case is ongoing and Plaintiff reserves the right, as additional information is discovered, analyzed or made available during discovery in the course of proceedings, to supplement and/or revise this answer.

Subject to the foregoing objections, Plaintiff refers Defendant to the Petition and Plaintiff's Objections and Answers to Interrogatory Nos. 4, 6, 10, 12, 13, 17, and 18 herein, which contain information and individuals responsive to this Interrogatory. By way of further responding, Plaintiff cannot recall all the specific dates and substance of communications with the various contractors, adjusters and employees who assisted with the roof and the claims at issue.

Moreover, Plaintiff opts to specify the following materials from which information responsive to this Interrogatory may reasonably be ascertained: **See Plaintiffs' document production and production log forthcoming.** Plaintiff does not personally possess or have access to Defendants' business records and as such refers Defendants to the agent file, claim file, and all other documents that are already in Defendants' possession, custody, or control.

INTERROGATORY NO. 17: Identify all communications with Randy James of ROKE Roofing & Construction as alleged in Paragraph 40(j) of the Petition, and all communications with any other person from ROKE Roofing & Construction.

ANSWER NO. 17. See Plaintiff's Objections and Answers to Interrogatory Nos. 4, 12, 13, 16, and 18 herein for information and documents responsive to this Interrogatory. Moreover, Plaintiff opts to specify the following materials from which information responsive to this Interrogatory may reasonably be ascertained: **See Plaintiffs' document production and production log forthcoming.**

INTERROGATORY NO. 18: Please identify any and all photos and videos that depict the Property in the areas of the claimed damage by stating the date and location of the photos/videos taken and the person(s) who took the photos/videos.

ANSWER NO. 18. Plaintiff objects on the grounds that this Interrogatory seeks information already in possession of the Defendant and/or outside his care, custody, and/or control. Plaintiff objects that the Request is overly broad and unduly burdensome in that it seeks identification of “any and all” such photos and videos, including those that may depict the Property incidentally without any bearing on the property damaged in the storm at issue, the loss, Plaintiff’s claims, etc. This Interrogatory is premature as discovery in this case is ongoing and Plaintiff reserves the right, as additional information is discovered, analyzed or made available during discovery in the course of proceedings, to supplement and/or revise this answer.

Subject to the foregoing objections, Plaintiff opts to specify the following materials from which information responsive to this Interrogatory may reasonably be ascertained: ***See Plaintiffs’ document production and production log forthcoming.*** Plaintiff does not personally possess or have access to Defendants’ business records and as such refers Defendants to the agent file, claim file, and all other documents that are already in Defendants’ possession, custody, or control.

INTERROGATORY NO. 19: Identify all evidence and the factual basis for the “systematic and pervasive Scheme” as alleged in Plaintiff’s Petition.

ANSWER NO. 19. Plaintiff objects to this Interrogatory because it requires Plaintiff to marshal all available evidence Plaintiff intends to offer at trial. Plaintiff further objects to this as an improper contention Interrogatory. Plaintiff objects on the grounds that this Interrogatory seeks information already in possession of the Defendant. This Interrogatory may also seek a legal

conclusion, which invades the province of a duly empaneled jury and as phrased may impermissibly seek Attorney Work Product and the identification and/or opinions of Plaintiff's consultants, which are not discoverable pursuant to the Oklahoma Discovery Code. 12 O.S. § 3226(B)(3). Plaintiff objects to this Interrogatory as premature since discovery in this case is ongoing, and Plaintiff reserves the right, as additional information is discovered, analyzed or made available during discovery in the course of proceedings, to supplement and/or revise this answer.

Subject to the forgoing objections, Plaintiff refers Defendant to the Petition and Plaintiff's Objections and Answers to Interrogatory Nos. 4, 5, 6, 7, 9, 10, 12, 16, and 18 herein, which contain information, individuals, and documents responsive to this Interrogatory. By way of further responding, In the present case and *Faust*,² the Honorable Amy Palumbo has ordered the following high-level executives for State Farm to be compelled to testify as to State Farm's Scheme and Wind/Hail Focus Initiative designed to pre-textually deny storm damage claims for full roof replacements in bad faith: Wensley Herbert; Thomas Moss; Scott Welsh; Nicole Manduca; Kathy Ress; Wendy Mazza; and Tyrone Smith. Plaintiffs maintain that the testimony from these executives will further reveal the malicious nature of the Scheme, its effect on thousands of insureds throughout Oklahoma and nationwide, and Plaintiffs' entitlement to punitive damages. State Farm's systematic and pervasive Scheme on wind and hail claims is becoming common knowledge to the public due to the widespread nature of the Scheme, so much so that Oklahoma's Attorney General filed a Motion to Intervene in this case alleging the same bad faith pattern and practices and fraud against State Farm and its' captive agents that Plaintiffs have pled here. Indeed, Judge Palumbo recently granted the Oklahoma Attorney General's Motion to

² *Hursh v. State Farm, et al.*, Case No. CJ-2025-2626 (Okla. Cnty. Dist. Ct.) (Palumbo, D.J.); *Faust v. State Farm, et al.*, Case No. CJ-2025-1675 (Okla. Cnty. Dist. Ct.) (Palumbo, D.J.).

Intervene in this case.

Plaintiff opts to specify the following materials from which information responsive to this Interrogatory may reasonably be ascertained: **See Plaintiffs' document production and production log forthcoming.** Plaintiff does not personally possess or have access to Defendants' business records and as such refers Defendants to the agent file, claim file, and all other documents that are already in Defendants' possession, custody, or control.

RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST FOR PRODUCTION NO. 1: Please produce all documents and evidence that supports your allegation for the "systematic and pervasive Scheme" as alleged in Plaintiff's Petition.

RESPONSE TO REQUEST NO. 1 Plaintiff objects to this Request because this is an improper contention Request and is overly broad on its face because it demands identification of all documents, all facts, all communications, and/or identification of all witnesses which will be used and/or called at trial. This Request is also premature as discovery in this case is ongoing and Plaintiff reserves the right, as additional information is discovered, analyzed or made available during discovery in the course of proceedings, to supplement and/or revise this response. This Request may impermissibly seek Attorney Work Product and the identification and/or opinions of Plaintiff's consultants, which are not discoverable pursuant to the Oklahoma Discovery Code. 12 O.S. § 3226(B)(3). Plaintiff further objects to this Request in that it requires Plaintiff to marshal all evidence in a coordinated effort to ascertain the work-product of and/or trial strategy of Plaintiff's counsel, which is impermissible.

Subject to the foregoing objections, and after a diligent search of reasonably accessible sources: **See Plaintiffs' document production and production log forthcoming.** By way of

further responding, Plaintiff does not personally possess or have access to Defendants' business records and as such refers Defendants to the agent file, claim file, and all other documents that are already in Defendants' possession, custody, or control.

REQUEST FOR PRODUCTION NO. 2: Produce the writing by J.R. Phillips as referenced in paragraph 40(c) of the Petition.

RESPONSE TO REQUEST NO. 2 See the State Farm estimate contained in Plaintiff's document production: **See Plaintiffs' document production and production log forthcoming.**

REQUEST FOR PRODUCTION NO. 3: Produce the "inspection report" as referenced in paragraph 40(e) of the Petition.

RESPONSE TO REQUEST NO. 3 See Response to Request No. 2.

REQUEST FOR PRODUCTION NO. 4: Produce the March 12, 2024 State Farm letter as referenced in paragraph 40(f) of the Petition.

RESPONSE TO REQUEST NO. 4 See Plaintiffs' document production and production log forthcoming.

REQUEST FOR PRODUCTION NO. 5: Produce all documents and communications with and from ROKE Roofing & Construction as referenced in Paragraph 40 of Plaintiff's Petition.

RESPONSE TO REQUEST NO. 5 Plaintiff objects on the grounds that this Request seeks information that may already be in the possession of the Defendant. Subject to the foregoing objection, and after a diligent search of reasonably accessible sources: **See Plaintiffs' document production and production log forthcoming.**

REQUEST FOR PRODUCTION NO. 6: Produce the July 29, 2024 State Farm letter as referenced in paragraph 40(l) of the Petition.

RESPONSE TO REQUEST NO. 6 See Plaintiffs' document production and production log forthcoming.

REQUEST FOR PRODUCTION NO. 7: Produce all documents in relation to the loan taken to cover the cost of a roof replacement as referenced in paragraph 40(m) of the Petition.

RESPONSE TO REQUEST NO. 7 Plaintiff objects to the extent this Request targets personal and confidential information to Plaintiff, including personal identifying and/or financial information. Plaintiff further objects to the Request as not reasonably calculated to lead to the discovery of admissible evidence.

Subject to the foregoing objections, and after a diligent search of reasonably accessible sources: **See Plaintiffs' document production and production log forthcoming.**

REQUEST FOR PRODUCTION NO. 8: Produce all documents that relate to the roof replacement as referenced in paragraph 40(m) of the Petition.

RESPONSE TO REQUEST NO. 8 Plaintiff objects to the Request as overly broad and unduly burdensome in that it targets "all" such Documents. Subject to the foregoing objections, and after a diligent search of reasonably accessible sources: **See Plaintiffs' document production and production log forthcoming.**

REQUEST FOR PRODUCTION NO. 9: Produce all the documents related to the inspections of the "reputable roofers and contractors" as referenced in paragraph 40(n) of the Petition.

RESPONSE TO REQUEST NO. 9 Plaintiff objects on the grounds that this Request seeks information that may already be in possession of the Defendant. Plaintiff objects to this Request to the extent it seeks information protected by the attorney-client privilege and/or work

product doctrine. Plaintiff further objects to the Request as overly broad, unduly burdensome, and also seeks documents that may lie outside of Plaintiff's possession, custody, and control.

Subject to the foregoing objections, and after a diligent search of reasonably accessible sources: ***See Plaintiffs' document production and production log forthcoming.***

REQUEST FOR PRODUCTION NO. 10: Produce any and all documentation in relation to Claims as referenced in the Petition.

RESPONSE TO REQUEST NO. 10 Plaintiff objects to this Request as it is overly broad and potentially seeks documents protected by the attorney client privilege and/or the attorney work-product doctrine. Plaintiff will interpret this Request seeking "any and all documentation" as seeking those non-privileged documents that Plaintiff is able to locate from reasonably accessible sources using reasonable diligence and judgment and without incurring undue burden and expense. Plaintiff further objects to this Request to the extent it seeks information or documents created by Defendants and/or on Defendants' behalf, and/or are already in Defendants' possession, custody, or control, or may be obtained by Defendants from another source in a more convenient, less burdensome or less expensive fashion.

Subject to the foregoing objections, and after a diligent search of all reasonably available sources: ***See Plaintiffs' document production and production log forthcoming.*** By way of further responding, Plaintiff does not personally possess or have access to Defendants' business records and as such refers Defendants to the agent file, claim file, and all other documents that are already in Defendants' possession, custody, or control

REQUEST FOR PRODUCTION NO. 11: Please produce all Documents identified in, forming the basis of, supporting, or otherwise relating to any fact or claim asserted in any of your answers to the preceding requests for admissions and interrogatories.

RESPONSE TO REQUEST NO. 11

Plaintiff objects to this Request because this is an improper contention Request and is overly broad on its face because it demands identification of all documents, all facts, all communications, and/or identification of all witnesses which will be used and/or called at trial. This Request is also premature as discovery in this case is ongoing and Plaintiff reserves the right, as additional information is discovered, analyzed or made available during discovery in the course of proceedings, to supplement and/or revise this response. This Request may impermissibly seek Attorney Work Product and the identification and/or opinions of Plaintiff's consultants, which are not discoverable pursuant to the Oklahoma Discovery Code. 12 O.S. § 3226(B)(3). Plaintiff further objects to this Request in that it requires Plaintiff to marshal all evidence in a coordinated effort to ascertain the work-product of and/or trial strategy of Plaintiff's counsel, which is impermissible.

Subject to the foregoing objections, and after a diligent search of reasonably accessible sources: **See Plaintiffs' document production and production log forthcoming.** By way of further responding, Plaintiff does not personally possess or have access to Defendants' business records and as such refers Defendants to the agent file, claim file, and all other documents that are already in Defendants' possession, custody, or control.

REQUEST FOR PRODUCTION NO. 12: Please produce all Documents, notes, memoranda, correspondence, computer files, tape recordings, videotape recordings, or similar materials evidencing or relating to any Communications between you and State Farm.

RESPONSE TO REQUEST NO. 12

Plaintiff objects on the grounds that this Request seeks documents already in possession of the Defendant. Plaintiff further objects to this Request to the extent it seeks information protected by the attorney-client privilege and/or work product doctrine.

Subject to the forgoing objections, and after a diligent search of reasonably accessible sources: **See Plaintiffs' document production and production log forthcoming.** By way of further responding, Plaintiff does not personally possess or have access to Defendants' business records and as such refers Defendants to the agent file, claim file, and all other documents that are already in Defendants' possession, custody, or control.

REQUEST FOR PRODUCTION NO. 13: Please produce all Documents, including recording, evidencing or relating to any Communications between you and any Person (including, but not limited to, contractors and public adjusters with whom you consulted regarding the Property) concerning the allegations, claims, or defenses asserted by any party in the Lawsuit.

RESPONSE TO REQUEST NO. 13 Plaintiff objects to this Request because this is an improper contention Request and is overly broad on its face because it demands identification of all documents, all facts, all communications, and/or identification of all witnesses which will be used and/or called at trial. This Request is premature as discovery in this case is ongoing and Plaintiff reserves the right, as additional information is discovered, analyzed or made available during discovery in the course of proceedings, to supplement and/or revise this response. This Request for Production may also seek a legal conclusion which invades the province of a duly empaneled jury and as phrased may impermissibly seek attorney-client privileged communications, Attorney Work Product, and the identification and/or opinions of Plaintiff's consultants which are not discoverable pursuant to Oklahoma's Discovery Code. 12 O.S. § 3226(B)(3). Plaintiff further objects to this Request in that it requires Plaintiff to marshal all evidence in a coordinated effort to ascertain the work-product of and/or trial strategy of Plaintiff's counsel which is impermissible.

Subject to the forgoing objections, and after a diligent search of reasonably accessible sources: **See Plaintiffs' document production and production log forthcoming.** By way of further responding, Plaintiff does not personally possess or have access to Defendants' business records and as such refers Defendants to the agent file, claim file, and all other documents that are already in Defendants' possession, custody, or control.

REQUEST FOR PRODUCTION NO. 14: Please produce all Documents sent to you by State Farm or by you to State Farm.

RESPONSE TO REQUEST NO. 14 Plaintiff objects on the grounds that this Request seeks documents already in possession of the Defendant. Subject to the forgoing objections, and after a diligent search of reasonably accessible sources: **See Plaintiffs' document production and production log forthcoming.**

REQUEST FOR PRODUCTION NO. 15: Please produce all Documents you obtained from any Person, by subpoena or otherwise, relating to the allegations, claims, defenses, or issues in this Lawsuit.

RESPONSE TO REQUEST NO. 15 None at this time. As discovery in this case is ongoing, Plaintiff reserves the right, as additional information is discovered, analyzed or made available during discovery in the course of proceedings, to supplement and/or revise this response.

REQUEST FOR PRODUCTION NO. 16: Please produce the State Farm Policy at issue in the Lawsuit. Your response should include all endorsements, policy changes, and/or updates.

RESPONSE TO REQUEST NO. 16 Plaintiff objects on the grounds that this Request seeks documents already in possession of the Defendant. Subject to the forgoing objections, and after a diligent search of reasonably accessible sources: **See Plaintiffs' document production and production log forthcoming.**

REQUEST FOR PRODUCTION NO. 17: Please produce all Documents, including any recordings, relating to any Communications among you, State Farm, or any other Person relating to the Policy, coverage thereunder, and/or the Claim.

RESPONSE TO REQUEST NO. 17 Plaintiff objects on the grounds that this Request seeks documents already in possession of the Defendant. Plaintiff objects to this Request to the extent it seeks information protected by the attorney-client privilege and/or work product doctrine.

Subject to the foregoing objections, and after a diligent search of reasonably accessible sources: ***See Plaintiffs' document production and production log forthcoming.***

REQUEST FOR PRODUCTION NO. 18: Please produce the complete file for any expert you expect to call at the trial of this case. Your response should include, but is in no way limited to, any and all reports or memorandum reflecting any opinions rendered by such experts; any and all Documents and/or other tangible evidence provided to your experts; any and all reports, Documents, and/or Writings prepared by, generated by, or relied upon or reviewed by your experts Concerning any issue in this lawsuit; work papers; notes; correspondence; and *curriculum vitae*.

RESPONSE TO REQUEST NO. 18 Plaintiff objects to the extent the Request requires disclosure of non-testifying, consulting experts not required to be disclosed under Oklahoma's Discovery Code. Plaintiff has not yet retained an expert, but Plaintiff will produce expert witness information when said production is ripe in accordance with the Court's Scheduling Order upon entry of same. Plaintiff specifically reserves the right to supplement and/or revise this response.

REQUEST FOR PRODUCTION NO. 19: Please produce all Documents relating to each item of damages claimed by you in this Lawsuit.

RESPONSE TO REQUEST NO. 19

Plaintiff objects on the grounds this Request is overly broad and unduly burdensome on its face because it demands identification of all documents, all facts, all communications, and/or identification of all witnesses which will be used and/or called at trial. This Request may also seek a legal conclusion, which invades the province of a duly empaneled jury and as phrased may impermissibly seek Attorney Work Product and the identification and/or opinions of Plaintiff's consultants, which are not discoverable pursuant to the Oklahoma Discovery Code. 12 O.S. § 3226(B)(3).

Plaintiff further objects to this Request as the measure of damages in bad faith are: (1) the *loss payable under the policy* together with (2) those *other items of recovery* that are consistent with harm flowing from insurer's bad-faith breach of its implied-in-law duty of good faith and fair dealing, which may necessarily include: (1) Financial losses; (2) Embarrassment and loss of reputation; (3) Mental pain and suffering; and (4) punitive damages. This Request is premature as discovery in this case is ongoing and Plaintiff reserves the right, as additional information is discovered, analyzed or made available during discovery in the course of proceedings, to supplement and/or revise this response.

Subject to the foregoing objections, Plaintiff refers Defendant to the Petition and Plaintiff's Policy for information responsive to this Request. Moreover, after a diligent search of reasonably accessible sources: ***See Plaintiffs' document production and production log forthcoming.***

REQUEST FOR PRODUCTION NO. 20: Please produce all Documents related to your claim that State Farm breached its contract with you.

RESPONSE TO REQUEST NO. 20

See Plaintiff's Objections and Response to RFP No. 1 for documents responsive to this Request.

REQUEST FOR PRODUCTION NO. 21: Please produce all Documents related to your claim that State Farm breached its duty of good faith and fair dealing.

RESPONSE TO REQUEST NO. 21 See Plaintiff's Objections and Response to RFP No. 1 for documents responsive to this Request.

REQUEST FOR PRODUCTION NO. 22: Please produce all Documents related to your claim that you are entitled to punitive damages.

RESPONSE TO REQUEST NO. 22 See Plaintiff's Objections and Response to RFP No. 1 for documents responsive to this Request.

REQUEST FOR PRODUCTION NO. 23: Produce all Documents you anticipate you will list on any exhibit list, pretrial conference order or which you anticipate you will introduce at trial.

RESPONSE TO REQUEST NO. 23 This Request is premature as discovery in this case is ongoing and Plaintiff reserves the right, as additional information is discovered, analyzed or made available during discovery in the course of proceedings, to supplement and/or revise this response in accordance with the Court's Scheduling Order upon entry of same.

Subject to the foregoing objections, and after a diligent search of reasonably accessible sources, Plaintiff produces the following documents at this time: ***See Plaintiffs' document production and production log forthcoming.***

REQUEST FOR PRODUCTION NO. 24: Please produce all Documents including but not limited to, statements, deposition testimony, discovery responses or other testimony in your possession, custody, or control from State Farm or any other Person that relates to your claims or State Farms's defenses in this Lawsuit.

RESPONSE TO REQUEST NO. 24 Plaintiff objects to this Request because this is an improper contention Request and is overly broad on its face because it demands identification

of all documents, all facts, all communications, and/or identification of all witnesses which will be used and/or called at trial. This Request is premature as discovery in this case is ongoing and Plaintiff reserves the right, as additional information is discovered, analyzed or made available during discovery in the course of proceedings, to supplement and/or revise this response. This Request for Production may also seek a legal conclusion which invades the province of a duly empaneled jury and as phrased may impermissibly seek attorney-client privileged communications, Attorney Work Product, and the identification and/or opinions of Plaintiff's consultants which are not discoverable pursuant to Oklahoma's Discovery Code. 12 O.S. § 3226(B)(3). Plaintiff further objects to this Request in that it requires Plaintiff to marshal all evidence in a coordinated effort to ascertain the work-product of and/or trial strategy of Plaintiff's counsel which is impermissible.

Subject to the forgoing objections, and after a diligent search of reasonably accessible sources: ***See Plaintiffs' document production and production log forthcoming.*** By way of further responding, Plaintiff does not personally possess or have access to Defendants' business records and as such refers Defendants to the agent file, claim file, and all other documents that are already in Defendants' possession, custody, or control.

REQUEST FOR PRODUCTION NO. 25: Please produce any photographs, images, tape recordings, computer modeling, or videotapes related to any of the damages and/or issues raised by your claims and allegations stated in your Petition.

RESPONSE TO REQUEST NO. 25 After a diligent search of reasonably accessible sources: ***See Plaintiffs' document production and production log forthcoming.***

REQUEST FOR PRODUCTION NO. 26: Please produce all Documents related to any work that has been done to remediate damage to the Property that you allege resulted from the loss as

alleged in Plaintiff's Petition, including but not limited to, any bids, inspection reports, estimates, or invoices.

RESPONSE TO REQUEST NO. 26 After a diligent search of reasonably accessible sources: *See Plaintiffs' document production and production log forthcoming*; *See also* Plaintiff's Answer to Interrogatory No. 6 herein, which contains information responsive to this Request.

REQUEST FOR PRODUCTION NO. 27: Please produce all Documents related to the mitigation of the damages you claim in the Lawsuit.

RESPONSE TO REQUEST NO. 27 *See* Plaintiff's Response to Request No. 26 for documents and information responsive to this Request.

REQUEST FOR PRODUCTION NO. 28: Please produce all Documents relating to any inspections, repairs, estimates, and/or work proposed or performed on the Property at any time.

RESPONSE TO REQUEST NO. 28 Plaintiff objects on the grounds that this Request seeks documents already in possession of the Defendant. Plaintiff objects to this Request to the extent it seeks documents/information protected by the attorney-client privilege and/or work product doctrine. Plaintiff further objects to the Request as overly broad and unduly burdensome, as any such inspection to the Property may not lead to the discovery of admissible information. The property may have been "inspected" on multiple occasions for items wholly unrelated to the Claim, loss, or lawsuit at issue. Such are not relevant to any party's claims or defenses thereto. This Request is premature as discovery in this case is ongoing and Plaintiff reserves the right, as additional information is discovered, analyzed or made available during discovery in the course of proceedings, to supplement and/or revise this response.

Subject to the foregoing objections, *See* Plaintiff's Response to Request No. 26 for documents and information responsive to this Request; *see also* Plaintiff's Objections and Answer to Interrogatory Nos. 6 and 13 herein, which contains information and documents responsive to this Request.

REQUEST FOR PRODUCTION NO. 29: Please produce all photographs, images, and/or video recordings of the areas of the claimed damage to the Property at any time.

RESPONSE TO REQUEST NO. 29 Plaintiff objects on the grounds that this Request seeks documents already in possession of the Defendant. Plaintiff objects to this Request to the extent it seeks information protected by the attorney-client privilege and/or work product doctrine. Plaintiff objects to the Request as overly broad and unduly burdensome, as any such documents related the areas of claimed damage to the Property "at any time" may not lead to the discovery of admissible evidence. As drafted, the Request targets "all" such media "at any time", including those created for purposes other than the documentation of the loss at issue or damages/repairs thereto. Such are not relevant to any party's claims or defenses thereto.

Subject to the foregoing objections, and after a diligent search of reasonably accessible sources: ***See* Plaintiffs' document production and production log forthcoming.**

REQUEST FOR PRODUCTION NO. 30: Produce all Documents relating to any kind of construction, repairs, remodeling, inspections, construction, or evaluations of the Property, including, but not limited to, estimates, invoices, and bids whether such Documents were dated before or after the date of loss.

RESPONSE TO REQUEST NO. 30 Plaintiff objects on the grounds that this Request seeks documents already in possession of the Defendant. Plaintiff further objects to the Request as overly broad and unduly burdensome, as any such constructions, repairs, remodeling,

inspections, etc. to the Property may not lead to the discovery of admissible evidence. The property may have been subject to such work on multiple occasions for items wholly unrelated to the Claim, loss, damaged property, or lawsuit at issue. Such are not relevant to any party's claims or defenses thereto. This Request is premature as discovery in this case is ongoing and Plaintiff reserves the right, as additional information is discovered, analyzed or made available during discovery in the course of proceedings, to supplement and/or revise this response.

Subject to the foregoing objections, and after a diligent search of reasonably accessible sources: ***See Plaintiffs' document production and production log forthcoming.***

REQUEST FOR PRODUCTION NO. 31: Please produce all Documents related to any contractor and the work either performed or proposed to perform at the Property, including Communications between any contractor and Plaintiff or any other Person.

RESPONSE TO REQUEST NO. 31 *See Plaintiff's Objections and Response to Request No. 10 for documents responsive to this Request.*

REQUEST FOR PRODUCTION NO. 32: Please produce all inspections performed of the Property.

RESPONSE TO REQUEST NO. 32 *See Plaintiff's Objections and Response to Request No. 10 for documents responsive to this Request.*

REQUEST FOR INSPECTION OF THE PROPERTY: Pursuant to 12 Okla. Stat. 3234, and as additionally provided by the Policy, State Farm requests entry upon the Property owned by Plaintiff for the purposes of inspecting, measuring, and photographing the Property. The areas of inspection shall consist of the entirety of the Property that is the subject of this Lawsuit. The inspection shall take place on a date and time mutually agreeable to all parties.

PLAINTIFFS' OBJECTIONS AND RESPONSE TO REQUEST FOR INSPECTION:

Plaintiff timely reported the loss to State Farm. State Farm was given full, unfettered, access to inspect the roof and property after the Claim was submitted, and it is undisputed that State Farm relied upon its investigation in the adjustment and handling of the Claim in making its claim decision. State Farm has determined it now needs to conduct additional investigations of the property now that litigation has ensued. Nothing within Sections 3234 or 3226 allows State Farm such unfettered access.

- a. State Farm's Request fails to comply with 12 O.S. § 3234 (B). Specifically, said Request fails to: (i) provide the scope and/or proposed protocol for said inspection with reasonable particularity; (ii) limit or specifically identify the areas of Plaintiff's home it intends to inspect; or (iii) provide a timeframe needed to complete said inspection, all of which is required under Section 3234 (B). Plaintiff submits State Farm must fully comply with Section 3234, and in so doing submit its Request with more particularity and provide a proposed protocol which specifically outlines the purpose, scope, areas subject to inspection and duration of their Request. Absent these basic details, Plaintiff cannot make any meaningful assessment to the reasonableness of said Request. Further, for any inspection of Plaintiff's home by State Farm, their experts or fact witnesses, must be set at a mutually convenient time for Plaintiff and his counsel.
- b. Oklahoma law very clearly states an insurer cannot defend a denial of coverage based on information it did not rely upon in refusing payment. Rather, evidence that supports a post-denial rationalization, rather than the evidence that the insurance company actually relied on when initially denying a claim, is **conclusively precluded** under *Buzzard v. Farmers Ins. Co., Inc.*, 1991 OK 127, 824 P.2d 1105, 1109 ("*Buzzard II*"), and as a result, neither proportional nor relevant to the claims or defenses in this action. See *Stroud v. Liberty Mut. Ins. Co.*, No. 15-CV-363-GKF-PJC, 2016 WL 10043485 (N.D. Okla. July 20, 2016) citing *Buzzard II*, 824 P.2d at 1109 (emphasis in original) and *Newport v. USAA*, 2000 OK 59, 11 P.3d 190, 199–200.
- c. State Farm's Request is unreasonably duplicative and cumulative. See 12 O.S. § 3226(B)(2)(c) (the court shall limit the frequency or extent of discovery if the discovery sought is **unreasonably cumulative or duplicative** or can be obtained from some other source that is more convenient, less burdensome, or less expensive). In this instance, State Farm has already performed inspections of the property after the losses. In this regard, State Farm has pictures, measurements, and reports from its claims adjuster(s) who each inspected the property post loss. As a result, because State Farm already has in its possession documents which depict the post loss condition of the property, an additional inspection would be cumulative and of relatively little importance in resolving the issues at stake in this litigation.

Stroud, supra. at *2.

- d. State Farm's Request is unduly burdensome, harassing and made for no other purpose than to annoy and oppress Plaintiff. State Farm has had every opportunity to assess and determine the condition of the property when it conducted its inspections after the losses. State Farm's Request coming almost a year later has no relevance to the actual claims in this lawsuit, is disproportionate to the needs of the case and is inherently harassing, annoying, oppressive and burdensome.
- e. leaving aside the procedural infirmities of State Farm's Request, nothing stated in the discovery code confers a party an unfettered right to enter onto property simply because a lawsuit is filed.
- f. Alternatively, while *Buzzard II* makes clear that State Farm's attempt to try and manufacture a defense to its bad faith claims handling is not admissible for purposes of defending a bad faith action, if State Farm intends to go back for a second bite at the apple, then it is reasonable to require State Farm to disclose whether the purpose of its Request is for purposes of litigation defense or to reopen the claim for further consideration.
- g. If the purpose of State Farm's request is for litigation defense, then it is reasonable to require State Farm to first identify and designate its "consultants" as experts, supplement their discovery responses, and fully comply with 12 O.S. §§ 3226(B)(4), 3226(E), 3233 and 3234. In so doing, all reports, photographs and evidence obtained on their behalf, by and through its experts, need to be produced in accordance with Oklahoma's Discovery Code.
- h. If the purpose of State Farm's request is to reopen the claim and conduct a reinspection of the loss under the Policy—then it is reasonable to require State Farm to provide a written request in accordance with State Farm's claims handling and reinspection procedures. As with a Section 3234 request, it will not only be incumbent upon State Farm to identify the claims personnel and any experts attending, participating and/or involved, but to supplement its claim file and proffer any and all reports, photographs and evidence in support of its reopened claim decision in accordance with its claim handling procedures and Oklahoma law.

To the extent State Farm is willing to fully comply with the terms set forth in items (a), (g), and (h) and engage in a meaningful discussion to reach an agreement on an agreed protocol governing said Request, then Plaintiff has no objection.

However, to the extent State Farm refuses to comply with the terms set forth in paragraph (a), (g), and (h) or engage in a meaningful discussion to reach an agreement on an agreed protocol

governing said Request in compliance with 12 O.S. §§ 3226(B)(4), 3226(E), 3233 and 3234, then Plaintiff objects to Defendant's post-litigation Request as written.

Plaintiff's objection and response to State Farm's Request for Inspection is not intended to be all inclusive of every case or argument that can be made. Plaintiff specifically reserves the right to supplement and/or revise his objections and response as needed.

Respectfully submitted,

/s/ John Sanders

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CERTIFICATE OF SERVICE

I hereby certify that on the 8th day of January 2026, a true, correct, and exact copy of the foregoing document was emailed to the following persons:

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/s/ John Sanders

EXHIBIT 22

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

BILLY and 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.

VIDEOTAPED DEPOSITION OF
WENSLEY J. HERBERT SR.

TAKEN ON
WEDNESDAY, AUGUST 26, 2026
9:06 A.M.

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EXHIBIT
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ALSO PRESENT:

Bobby Lenahan on behalf of Chris Young (Expert
Witness)
Mark Romano, Expert Witness
Hannah Whitten, Assistant
Walter Haskin, Expert Witness
Jess Bryan, Naegeli Technician

1 State Farm did to them or to review how the claim
2 was handled, correct?

3 A. That is correct because I don't --

4 Q. Thank you.

5 A. -- look at claim files.

6 Q. I understand that. Part of the
7 allegations in this suit involve a wind and hail
8 claim in October of 2023 and then a subsequent claim
9 in May of 2024 by Billy and Lacy Hursh, who are
10 residence of Oklahoma; did you know that?

11 A. Just when you -- when you shared it with
12 me. I wasn't -- I know the names. I don't know the
13 specifics of the claim.

14 Q. And one of the claims they have is that
15 State Farm breached the contract -- or breached the
16 insurance policy and their handling of their wind
17 and -- or their hail claims. And then another claim
18 they have is that State Farm breached the duty of
19 good faith and fair dealing in how their claim was
20 handled. Are you aware of that?

21 A. Again, I haven't seen the details of it.
22 So --

23 Q. Okay.

24 A. -- I'm not aware of that.

25 Q. Okay. And as the number one claims guy at

EXHIBIT 23

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

BILLY and 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.

VIDEOTAPED DEPOSITION OF

SCOTT WELSH

TAKEN ON

THURSDAY, AUGUST 27, 2026

9:18 A.M.

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EXHIBIT
23

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Also Present:

Mark Romano, Expert Witness

Walter Haskin, Expert Witness

Autumn Hobbs, Paralegal, Whitten Burrage

Mark Nilson, Naegeli Technician

1 anything like that?

2 A. Just to let them know I was doing it.

3 Q. Okay. Did you review the Hursh claim
4 file?

5 A. I have not been through the whole Hursh
6 file, and I don't know if I've ever been in it. I
7 could've been, but I'm not a hundred-percent sure.

8 Q. Okay. When is the last time you remember
9 looking at it?

10 A. I don't know that I've actually gone into
11 the claim file.

12 Q. Okay. So when I asked you if you reviewed
13 the claim file, you don't think you have; is that
14 fair?

15 A. Yeah. That's fair. I'm not --

16 Q. Okay. Sitting here today, you don't have
17 a specific recollection of looking at the Hursh
18 claim file, correct?

19 A. Not the actual claim file.

20 Q. Okay. As part of your job at State Farm,
21 you look at a lot of claim files, don't you?

22 A. Not a lot of claim files.

23 Q. Okay. When you were prior to your
24 position eight years ago, did you look at a lot of
25 claim files?