



FILED IN DISTRICT COURT
OKLAHOMA COUNTY

IN THE DISTRICT COURT OF OKLAHOMA COUNTY OCT 28 2026
STATE OF OKLAHOMA

RICK WARREN
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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

Honorable Amy Palumbo

**PLAINTIFFS' RESPONSE AND OBJECTION TO DEFENDANT STATE FARM'S
BRIEF IN SUPPORT OF APPLICATION OF ATTORNEY-CLIENT PRIVELEDGE
AND WORK PRODUCT PROTECTIONS TO HUR00158701-19**

EXHIBITS

Exhibit 1	HUR00075111–12 (Welsh and Ress Emails, Oct. 19, 2021) (submitted under seal)
Exhibit 2	HUR00039527–34 (Ress Email and Pre-Review Draft, Oct. 21, 2021) (submitted under seal)
Exhibit 3	HUR00170360 (Excerpt from production this Court has de-designated)
Exhibit 4	HUR00158710–19, as produced (submitted under seal)
Exhibit 5	Supplemental Affidavit of Lance E. Watson (Oct. 7, 2026) and Redaction Comparison (submitted under seal)
Exhibit 6	State Farm’s Responses to Plaintiffs’ First Set of Discovery Requests (Sept. 22, 2025) (excerpts)
Exhibit 7	State Farm’s Response to Plaintiffs’ First Motion to Compel (Oct. 23, 2025) (excerpts)
Exhibit 8	State Farm’s Response to Plaintiffs’ Second Motion to Compel (June 5, 2026) (excerpts) (submitted under seal)
Exhibit 9	State Farm’s Supplemental Responses to Plaintiffs’ First Set of Discovery Requests (Sept. 3, 2026) (excerpts)
Exhibit 10	HUR00158217–18 (Legal Review Email, May 24, 2021) (submitted under seal)
Exhibit 11	Protective Order (Dec. 11, 2025)
Exhibit 12	Order, State Farm Fire & Cas. Co. v. Palumbo, No. 123,812 (Okla. June 23, 2026)
Exhibit 13	Deposition of Wensley Herbert, <i>West v. State Farm</i> , No. CJ-2025-135 (Comanche Cnty. Sept. 17, 2026) (excerpts) (under seal)
Exhibit 14	Deposition of Wensley Herbert, <i>Hursh v. State Farm</i> , No. CJ-2025-2626 (Okla. Cnty. Aug. 26, 2026) (excerpts) (under seal)
Exhibit 15	September 29, 2026 Hearing Transcript (under seal)
Exhibit 16	Plaintiffs’ Supplement to Plaintiffs’ Motion to De-Designate (under seal)
Exhibit 17	Deposition of Wayne Stewart, <i>Hursh v. State Farm</i> , No. CJ-2025-2626 (Okla. Cnty. Sep. 29, 2026) (excerpts) (under seal)

I. INTRODUCTION

State Farm asks this Court to treat an ordinary business document produced five different times with different and inconsistent redactions missing from a privilege log as a privileged document when the law and facts clearly state otherwise. During the discussion with this Court, it came out that State Farm had produced five different versions with different redactions of each, further evidencing that this document is not confidential or privileged, because several attorneys reviewed this document and made different, inconsistent redactions. *See* Ex. 15, Hrg. Trns. 9/29/2026 at 10:21-24 (“[REDACTED]”).

HUR00158701-19 destroys every single defense State Farm has asserted in this case. HUR00158701-19 was created for [REDACTED], and State Farm's top claims employee confirmed under oath that SEO goes to the CEO, CFO, and all senior executives at State Farm. *See* Ex. 13, Herbert West Depo at 120:5-122:1; 335:5-9. And knowing that SEO is presented to the CEO and other senior executives, let's analyze the document and admissions made in it, which confirm the accuracy of Plaintiffs' allegations related to State Farm's intentional reductions of indemnity. A few of the damning admissions in HUR00158701-19 are:

	(b) (6); (b) (7)(C)
	(b) (6); (b) (7)(C)
	(b) (6); (b) (7)(C)
	(b) (6); (b) (7)(C)

[REDACTED]

Ex. 4 at HUR158703-05, 07 (emphasis added). State Farm leadership was circulating a document admitting that its tactics implicate improper reductions of indemnity and potential Unfair Claims Settlement Practices Act violations. This document goes to the heart of Plaintiffs' claims and State Farm and Welty's defenses. It shows State Farm knew its scheme tactics were wrong and that its agents [REDACTED]

[REDACTED]" meaning the value represented to the insureds is materially different than the coverage State Farm provides, which is negligent procurement.

The "[REDACTED]" is a set of talking points State Farm's claims leadership prepared for a Senior Executive Offsite meeting. Its authors wrote it, circulated it, and populated its key data before any lawyer saw it. One of them recommended legal review only [REDACTED] [REDACTED]" Exhibit 1 (Welsh Oct. 19, 2021 Email) at HUR00075112. A claims director, Scott Welsh, sent the marked-up versions to four State Farm business colleagues so they could decide whether the edits were "[REDACTED]" Exhibit 4 (HUR00158701-19) at HUR00158701.

When Plaintiffs properly used the documents in depositions, State Farm allowed the witness to answer in another case and only reached for privilege and "corrected" its redactions after the deposition had ended in that case. Thereafter, Plaintiffs preemptively filed their Supplement to the Motion to De-Designate before ever receiving a letter in this case seeking to

claw back any production, challenging the confidentiality of Exhibit 133, or HUR00158701-19, which this Court is currently reviewing *in-camera*. See Exhibit 16, Pls' Supp, at p. 7-8 (" [REDACTED] [REDACTED] [REDACTED]).

A. State Farm Built the SEO Memo as Executive Talking Points Before Any Lawyer Reviewed It

On October 19, 2021, Claims Director Scott Welsh sent Vice President Greg Jones and Kathy Ress an "[REDACTED] [REDACTED]" for the Senior Executive Offsite, and asked whether its [REDACTED] [REDACTED] "Exhibit 1 at HUR00075112. He added: "[REDACTED] [REDACTED] [REDACTED] ." *Id.* The same day, Ress quoted back the draft's two central data points:

[REDACTED] [REDACTED]

Id. at HUR00075111. On October 21, Ress circulated a reframed draft to five colleagues as a [REDACTED] [REDACTED] and observed: "[REDACTED] [REDACTED] Exhibit 2 (Ress Oct. 21, 2021 Email and Draft) at HUR00039527. That pre-review draft contains the "[REDACTED] [REDACTED]" bullet, verbatim. *Id.* at HUR00039528. Greg Jones and Tyrone Smith, both recipients, were executive sponsors of the Fire Model Enhancement ("FME"). Exhibit 9 (State Farm Supp. Resps., Sept. 3, 2026) at 4–5. State Farm has admitted it "worked with Accenture on the Wind/Hail Fire Model Enhancement in 2020." *Id.* at 6.

Welsh sent the draft to in-house counsel on October 22, 2021. Mot. Ex. 1 (Welsh Decl.) ¶

5. Welsh swears the business personnel “[REDACTED]”
[REDACTED].” *Id.* ¶ 4. Counsel likewise disclaim responsibility for “[REDACTED]” Mot. Ex. 2 (Cavanaugh Decl.) ¶ 7. On this subject, one court wrote:

Just given the names of the corporate defendants, *the Court can only assume that the nature of the businesses involved here have to do with the promotion and sale of insurance and other financial products. If so, these are hardly the kinds of businesses deeply steeped in trade secrets and other truly confidential materials.*

Kruanelis v. Sentinel Benefits Group, Inc., 2000 WL 33159206 (Mass. Super. Ct.) (emphasis added). The documents at issue are not the type of materials courts deem protected.

Counsel returned the draft on October 26 with comments in bubbles, tracked changes, and bracketed red text. Mot. Ex. 2 (Cavanaugh Decl.) ¶¶ 8–10. Welsh “[REDACTED]” some of those changes. *Id.* ¶ 11. Welsh describes the result: “[REDACTED]”

[REDACTED]” Mot. Ex. 1 (Welsh Decl.) ¶ 11. At 5:43 p.m., Welsh sent Jones and Ress “[REDACTED]” attached the attorneys’ emails and annotated draft “[REDACTED],” and wrote: “[REDACTED]”

[REDACTED] Exhibit 4 at HUR00158701. State Farm’s business document circulated among business employees and including lawyers seeking comments does not warrant protection.

B. State Farm Produced the Drafts Repeatedly and Then Changed Its Redactions in Both Directions

State Farm produced HUR00158701–19 in this case in July 2026 and the identical WEST00158701–19 in *West v. State Farm* in June 2026, “with the same privilege claims.” Mot.

Ex. 3 (Siff Decl.) ¶ 8. As produced, HUR00158702–09 displays at least seven bracketed comments in the open, including [REDACTED] Exhibit 4 at HUR00158705. State Farm had redacted “[REDACTED]” of the memo in *Foster v. State Farm*. Mot. at 14 n.2. The two productions in this case also contradict each other: material redacted at HUR00158702–03 appears in the clear at HUR00158712–13, and comments in the clear at HUR00158703–08 are redacted at HUR00158713–18. Exhibit 5 (Watson Supp. Aff. and Redaction Comparison) ¶ 25 & Comparison. The [REDACTED] at HUR00158702 appears unredacted at HUR00158712 and in the pre-review draft. Compare Exhibit 4 at HUR00158702, with Exhibit 4 (HUR00158710–19) at HUR00158712, and Exhibit 2 at HUR00039528.

At the *West* deposition of Wensley Herbert on September 17, 2026, Plaintiffs’ counsel marked the documents as Exhibit 133 and examined Herbert on counsel’s bracketed comments for seventeen pages, during which Herbert read several comments into the record. Exhibit 13 (Herbert Dep.) at 324:5–10, 335:1–352:12.

State Farm’s counsel raised no privilege objection, even after Plaintiffs’ counsel noted on the record the privilege redactions on the transmittal page. *Id.* at 337:20–24. After the examination ended and the parties took a recess, counsel stated State Farm was “[REDACTED]” and would “[REDACTED].” *Id.* at 353:22–354:7. Examination on Exhibit 133 then resumed without a privilege objection. *Id.* at 393:5–397:12. State Farm’s September 22 letter addressed the *West* production. Mot. at 4–5. On September 23, Plaintiffs filed the Hursh documents in this case. See Ex. 16. State Farm sent its “formal claw back letter in this case” on September 29, all the while knowing Plaintiffs intended to use the document in corporate representative depositions set that day in this Court’s court room,

_____.”).

C. State Farm Has Told This Court the Opposite of What the SEO Memo Says

Replacements to Your internal standard” and “identified an opportunity for internal quality improvement by seeking to lower Your percentage of approvals for full roof replacements to the industry standard.” Exhibit 6 (State Farm Resps. to Pls.’ First Disc. Reqs., Sept. 22, 2025) at 92–93. The SEO Memo says exactly that. Exhibit 1 at HUR00075111; Exhibit 2 at HUR00039528, Exhibit 4 at HUR00158704.

II. ARGUMENT AND AUTHORITY

A. State Farm Bears the Burden on Each Redaction and Must Carry It With Competent Evidence

The party claiming a privilege must prove its prerequisites “more probably true than not.” 12 O.S. § 2105(B); *Sustainable Journalism Found. v. State ex rel. Bd. of Regents of Univ. of Okla.*, 2026 OK 2, ¶ 17, 582 P.3d 1142, 1148–49. “[T]he mere fact that an attorney was involved in a communication does not automatically render the communication subject to the attorney-client privilege.” *Motley v. Marathon Oil Co.*, 71 F.3d 1547, 1550–51 (10th Cir. 1995). Under the procedure the Oklahoma Supreme Court recommends, “the burden is on the objecting party to request an in camera inspection,” the request “should contain the factual and legal basis to support the claimed privilege,” and the objecting party “should review the documents and note with specificity any portions to which the claimed privilege does not apply.” *YWCA of Okla. City v. Melson*, 1997 OK 81, ¶ 24 n.42, 944 P.2d 304. “[U]nsworn statements of counsel in a motion do not constitute evidence.” *Crest Infiniti II, LP v. Swinton*, 2007 OK 77, ¶ 10, 174 P.3d 996, 1002. Federal courts applying the same structure require proof for each document. *Laethem Equip. Co. v. Deere & Co.*, 261 F.R.D. 127, 141 (E.D. Mich. 2009). A party asserting work product “has the burden to prove the factual underpinnings of its work-product claim and must do so by competent evidence,” and a letter from counsel “is simply not competent evidence.” *In re Kidder Peabody Sec. Litig.*, 168 F.R.D. 459, 467 (S.D.N.Y. 1996).

State Farm's own conduct shows why item-by-item proof matters here. Its reviewers redacted the same 19 pages inconsistently across three cases, and its "corrected" redactions both narrow and expand the originals. Mot. at 13. If State Farm cannot settle on what its privilege covers, then it has not proved it. Nor may State Farm substitute counsel's characterization of the documents for their content. A court reviewing the documents "cannot close its eyes to the content of the documents." *Burton v. R.J. Reynolds Tobacco Co.*, 175 F.R.D. 321, 326 (D. Kan. 1997).

B. The Transmittal Emails and the Memo Drafts Are Separate Reviews

HUR00158710–11 contains three emails among Welsh and counsel, two bearing privilege legends. Exhibit 4 at HUR00158710–11. Plaintiffs have asked this Court to do an in-camera review of the text of those emails and assert that State Farm has waived any claims of privilege by its failure to properly log the redactions, producing inconsistent versions of such communications, and using attorney advice to perpetrate a fraud on Oklahoma insureds, as evidenced by the hundreds of cases pending against State Farm for fraud on wind and hail claims. However, Plaintiffs note the possibility that this Court could find that the business document is not privileged and the certain portions of the emails related thereto are. Importantly, the memo drafts, which are not communications to or from counsel at all, cannot be attorney-client privileged.

The Welsh transmittal is a business communication. HUR00158701 is Welsh's email to business colleagues transmitting "[REDACTED]" and noting he made edits on the document as a non-lawyer State Farm business employee. Exhibit 4 at HUR00158701. Communications among a client's representatives are privileged only when "made for the purpose of facilitating the rendition of professional legal services to the client." 12 O.S. § 2502(B), (B)(4). Welsh's request asked business colleagues to make a business decision on reducing indemnity in violation of Oklahoma law. If the Court finds the clause beginning "[REDACTED]" conveys counsel's advice, that is the outer limit of protection. The rest

of the email, including Welsh's request for business colleagues to decide whether the changes were "██████," is business communication and should be produced unredacted.

C. The Memo Drafts Are Business Documents; Redactions Reach Business Text

The SEO Memo's primary purpose was executive talking points, not legal advice. The privilege "is strictly construed" and does not protect business advice. *In re Sulfuric Acid Antitrust Litig.*, 235 F.R.D. 407, 414–15 (N.D. Ill. 2006). Even in a document lawyers wrote, "commercial concerns" may not be redacted, "despite attorney participation." *Id.* at 425–26. Legal advice "incidental to business advice is not privileged." *EpiPen*, 2021 WL 2875514, at *3. A party "may not cloak a document with a privilege by simply having business, scientific or public relations matters handled by attorneys." *Burton v. R.J. Reynolds Tobacco Co.*, 170 F.R.D. 481, 488 (D. Kan. 1997). The same court held drafts prepared by counsel unprivileged because, "[o]n its face, the document was intended for public relations rather than legal purposes." *Id.* at 489. The SEO Memo's purpose appears on its face and in State Farm's own words: talking points for an executive offsite, with legal review an afterthought triggered only if the document might travel. Exhibit 1 at HUR00075112; Exhibit 2 at HUR00039527. The CEO, CFO, and COO attend that offsite. Exhibit 13 (Herbert Dep.) at 335:5–9. State Farm's declarants concede business personnel owned its content and objectives. Mot. Ex. 1 (Welsh Decl.) ¶¶ 4, 7; Mot. Ex. 2 (Cavanaugh Decl.) ¶ 7. *Motley* does not help State Farm. There, an uncontradicted affidavit established the draft itself was prepared to obtain legal advice. 71 F.3d at 1551. Here, State Farm's contemporaneous emails establish the opposite.

Text written before counsel's review cannot become privileged through later redaction. "[T]he protection of the privilege extends only to communications and not to facts." *Upjohn Co. v. United States*, 449 U.S. 383, 395 (1981). "Pre-existing, non-privileged documents do not become privileged merely because they were later sent to an attorney." *FTC v. AbbVie Inc.*, 2016

WL 4478803, at *3 (E.D. Pa. Aug. 25, 2016). “[T]he mere fact of submission of a document to counsel for legal input is not a protected communication.” *Burton v. R.J. Reynolds Tobacco Co.*, 200 F.R.D. 661, 670 (D. Kan. 2001); *accord Burton*, 170 F.R.D. at 486, 489. A party “must always be sure it has disclosed the facts, since it is only the communications with counsel that are privileged.” *Rhoads Indus., Inc. v. Bldg. Materials Corp. of Am.*, 254 F.R.D. 238, 241 (E.D. Pa. 2008). A non-attorney’s internal memorandum “is not an attorney communication at all” and “could not be privileged.” *Golden Valley Microwave Foods, Inc. v. Weaver Popcorn Co.*, 132 F.R.D. 204, 206 (N.D. Ind. 1990). Applying Section 2502, the Northern District of Oklahoma held emails to counsel privileged but ordered their attachments produced, because the attachments “were prepared in the ordinary course of business.” *Lindley v. Life Investors Ins. Co. of Am.*, 2010 WL 1741407, at *6 (N.D. Okla. Apr. 28, 2010).

State Farm’s redactions remove exactly this kind of material. The [REDACTED]” bullet, which State Farm marks “[REDACTED]” at HUR00158702, existed in the business draft on October 19 and October 21, before any request to counsel, and is now publicly available through documents this Court has de-designated. Exhibit 1 at HUR00075111; Exhibit 2 at HUR00039528.¹ State Farm produced it unredacted at HUR00158712 in the same family. Exhibit 4 at HUR00158712. The redaction comparison shows other business passages treated the same way. Exhibit 5 ¶ 25 & Comparison. Each such redaction fails on its face.

Counsel’s edits became business content when State Farm adopted them for circulation. State Farm’s declarants describe how Welsh accepted counsel’s tracked changes into the text and sent the result to business decision-makers to approve. Mot. Ex. 2 (Cavanaugh Decl.) ¶ 11; Exhibit

¹ State Farm’s “[REDACTED]” on wind and hail claims is explicitly in the public record, cutting against State Farm’s claims of privilege. See Exhibit 3 (HUR00170360) (providing the industry standard State Farm claimed didn’t exist).

4 at HUR00158701. Welsh [REDACTED]” the advice “[REDACTED]” Mot. Ex. 1 (Welsh Decl.) ¶ 11. Once adopted, that language is State Farm’s own description of its claim-handling standards, delivered to executives for business use. “[A]greements reached as a result of legal advice are not protected communications.” *Burton*, 200 F.R.D. at 670; *accord Burton*, 170 F.R.D. at 487. A document prepared for simultaneous review by legal and non-legal personnel, in which “legal and business advice is requested, ... is not primarily legal in nature and is therefore not privileged.” *Acosta v. Target Corp.*, 281 F.R.D. 314, 321 (N.D. Ill. 2012) (quotation omitted). Welsh’s transmittal asked business colleagues to approve counsel’s changes. Exhibit 4 at HUR00158701. Privilege protects the confidential communication of advice; it does not convert the company’s description of its practices to a secret. *See Sulfuric Acid*, 235 F.R.D. at 425–27 (business commentary in an attorney-prepared document and business commentary styled as a request for legal advice not privileged). State Farm concedes HUR00158702–09, “viewed in isolation[,] does not clearly attribute the legal advice to an attorney.” Mot. at 12. That concession describes a business document, not a privileged one. At a minimum, accepted text in HUR00158702–09 that reads as State Farm’s narrative must be produced.

D. Work-Product Doctrine Does Not Protect a Memo Prepared for Executive Offsite

Insurer documents prepared in the course of business “cannot automatically be deemed to have been generated in anticipation of litigation merely because litigation may be deemed a contingency.” *Heffron v. Dist. Ct. of Okla. Cnty.*, 2003 OK 75, ¶ 21, 77 P.3d 1069, 1079. “For the anticipation of litigation threshold to be met, the primary motivating purpose behind creation of a document ... must be in aid of possible future litigation.” *Id.* For an insurer, the question is whether the document is one “typically prepared by the insurance company prior to notice of a lawsuit”. *Hall v. Goodwin*, 1989 OK 88, ¶ 12, 775 P.2d 291, 295. The party asserting the doctrine bears the

burden. *Id.* ¶ 12 n.7. The primary motivating purpose of the SEO Memo was an executive presentation. Exhibit 1 at HUR00075112. State Farm identifies no case the memo was prepared to aid. It offers only counsel's generic awareness of "ongoing and reasonably anticipated litigation." Mot. Ex. 2 (Cavanaugh Decl.) ¶ 7. That awareness does not change the document's purpose. "[T]he mere fact that the Taskforce consulted in-house or outside counsel about potential litigation scenarios does not mean that defendant was acting in anticipation of litigation." *Lindley*, 2010 WL 1741407, at *4. Section 3226 protects an attorney's mental impressions only within "such materials," meaning documents "prepared in anticipation of litigation or for trial." 12 O.S. § 3226(B)(3)(a)–(b). Even if some text qualified as ordinary work product, an insured's allegation of bad faith "is sufficient to sustain a good cause showing for substantial need" of a statement the insurer's attorney took while investigating the claim. *Hall*, 1989 OK 88, ¶ 13, 775 P.2d at 296. Section 3226(B)(3)(b) would still shield counsel's mental impressions, but not the business text around them.

E. State Farm Did Not Satisfy the Inadvertent-Disclosure Statute

Section 2502(E) excuses a disclosure only if it was inadvertent, the holder took reasonable steps to prevent it, and the holder took reasonable steps to rectify it. 12 O.S. § 2502(E); *Sustainable Journalism*, 2026 OK 2, ¶ 18 n.4. Plaintiffs acknowledge the Oklahoma Supreme Court places the burden of establishing waiver on the party asserting it. *Sustainable Journalism*, 2026 OK 2, ¶ 17. Federal courts construing the parallel rule place the burden on the producing party to prove "each of the three elements." *Cudd Pressure Control, Inc. v. N.H. Ins. Co.*, 297 F.R.D. 495, 500 (W.D. Okla. 2014). The District of Kansas holds "[t]he burden of showing that the privilege has not been waived remains with the party claiming the privilege." *New Jersey v. Sprint Corp.*, 258 F.R.D. 421, 426 (D. Kan. 2009). The allocation does not control the outcome here, because State Farm's own filings establish each failure. State Farm's clawback notice does not change the analysis; that

procedure “does not alter the standards governing whether ... such privilege or protection has been waived.” 12 O.S. § 3226(B)(5)(b).

State Farm’s repeated production after attorney review was not inadvertent. “Inadvertent” means unintended, not mistaken. *Silverstein v. Fed. Bureau of Prisons*, 2009 WL 4949959, at *11 (D. Colo. Dec. 14, 2009) (document “specifically examined” by two attorneys and then produced was not inadvertently disclosed); see *Galena St. Fund, L.P. v. Wells Fargo Bank, N.A.*, 2014 WL 943115, at *9–10 (D. Colo. Mar. 10, 2014). State Farm says multiple attorneys reviewed these pages, Mot. at 16, and it produced them in two cases, one month apart, “with the same privilege claims.” Mot. Ex. 3 (Siff Decl.) ¶ 8. See *Braun v. Medtronic Sofamor Danek, Inc.*, 2013 WL 5563897, at *3 (D. Utah Oct. 7, 2013) (rejecting inadvertence where the producer had produced the document four times and then used it at a deposition). A party that re-reviews documents, revises its privilege calls, and produces them again waives protection over them. *Fid. & Deposit Co. of Md. v. McCulloch*, 168 F.R.D. 516, 523 (E.D. Pa. 1996). A waiver in *West* does not remain in *West*. The Tenth Circuit has refused to let a privilege holder “pick and choose among his opponents, waiving the privilege for some and resurrecting the claim of confidentiality to obstruct others.” *In re Qwest Commc’ns Int’l Inc.*, 450 F.3d 1179, 1187 (10th Cir. 2006) (quotation omitted). *Qwest* involved voluntary disclosure, *id.* at 1182, so the point applies once the Court finds the *West* production fails Section 2502(E).

State Farm also offers no competent evidence of reasonable precautions for these documents. Confidentiality “must be jealously guarded by the holder of the privilege lest it be waived,” and courts “will grant no greater protection to those who assert the privilege than their own precautions warrant.” *Qwest*, 450 F.3d at 1185 (quotation omitted). Reasonable steps means “steps that are reasonable in the aggregate,” not “some reasonable steps.” *United States v.*

McDermott, 2026 WL 2294812, at *5 (S.D.N.Y. Aug. 10, 2026). Generic descriptions of a review protocol, without evidence of who reviewed the documents or how, leave the court “to speculate what specific precautions were taken” and are “patently insufficient.” *Cudd*, 297 F.R.D. at 500 (internal quotations omitted). The Siff Declaration describes State Farm’s review in general terms and says nothing about how these documents were reviewed. Mot. Ex. 3 (Siff Decl.) ¶¶ 5–8. State Farm’s brief attributes to that declaration detailed reviewer instructions, attorney-name highlighting, and multi-attorney review of these specific pages. Mot. at 3–4, 16. The declaration describes no reviewer instructions and does not say who reviewed these pages. Those assertions are unsworn statements of counsel, and they “do not constitute evidence.” *Crest Infiniti*, 2007 OK 77, ¶ 10. Counsel’s “conclusory assertions that the production was unintended and not unreasonable” add “nothing to [the producing party’s] case.” *Kidder Peabody*, 168 F.R.D. at 474. Siff also describes “audit and consistency checks across matters with similar productions.” Mot. Ex. 3 (Siff Decl.) ¶ 6. Those checks either did not run or did not catch a document redacted in *Foster* and produced in the clear in *West* and here. The Protective Order contains no clawback provision and nothing addressing privilege or inadvertent production, so Section 2502(E) alone governs. Exhibit 11 (Protective Order) ¶¶ 1–13.

Nor did State Farm take reasonable steps to rectify the disclosure in this case. State Farm learned of the issue no later than September 17, 2026. Exhibit 13 (Herbert Dep.) at 353:22–354:7. It sent its clawback in this case twelve days later. Mot. at 17 n.4. A twelve-day delay to find out what a produced document was is “excessive.” *SEC v. Cassano*, 189 F.R.D. 83, 86 (S.D.N.Y. 1999). Section 2502(E) does not use the word “promptly,” but delay bears on whether the steps taken were reasonable. In *Actos*, the receiving party’s use of the document at a deposition was “an obvious indication that a protected communication had been produced inadvertently,” and the

producer, which waited eight days to claw it back, “failed to promptly take reasonable steps to rectify its error.” *In re Actos Antitrust Litig.*, 703 F. Supp. 3d 468, 472 (S.D.N.Y. 2023). Even where an appropriately worded protective order prevents waiver by production, a party’s “subsequent failure to timely and specifically object to the use of that information—during a deposition, for example—can waive any applicable privilege.” *Certain Underwriters at Lloyd’s, London v. Nat’l R.R. Passenger Corp.*, 218 F. Supp. 3d 197, 201 (E.D.N.Y. 2016). At the Herbert deposition, State Farm permitted seventeen pages of examination on counsel’s comments, including the witness reading them into the record, without a privilege objection. Exhibit 13 (Herbert Dep.) at 335:1–352:12. Its counsel stayed silent even when Plaintiffs’ counsel pointed out the privilege redactions on the transmittal page. *Id.* at 337:20–24.

Only afterward did its counsel say State Farm was [REDACTED]” and would [REDACTED]” *Id.* at 353:22–354:7. “Generalized objections of this kind are insufficient to preserve a claim of privilege.” *Lloyd’s*, 218 F. Supp. 3d at 202. The Court of Civil Appeals has held defendants who did not assert the privilege “at least by the time of the pretrial conference” had “waived their right to later assert that claim.” *Online Oil, Inc. v. CO&G Prod. Grp., LLC*, 2018 OK CIV APP 1, ¶ 22, 419 P.3d 337, 346. Examination on the exhibit then resumed without a privilege objection. Exhibit 13 (Herbert Dep.) at 393:5–397:12. The documents had by then circulated in two productions for months.

F. The Crime-Fraud Exception Reaches Counsel’s Work on the SEO Memo

A communication is privileged only if it is “for a lawful purpose, or in furtherance of a lawful end.” *Keller v. State*, 1982 OK CR 159, ¶ 15, 651 P.2d 1339, 1342 (quotation omitted). The statute withdraws the privilege “[i]f the services of the attorney were sought or obtained to enable or aid anyone to commit or plan to commit what the client knew or reasonably should have known to be a crime or fraud.” 12 O.S. § 2502(D)(1). Plaintiffs must prove the conditions of the exception

“more probably true than not.” 12 O.S. § 2105(B). The Court may review the documents to decide that question whenever “there is a factual basis to support a good faith belief that a review of the allegedly privileged material is necessary.” *Id.*; see also *Sustainable Journalism*, 2026 OK 2, ¶ 17 n.3. That threshold “need not be a stringent one.” *United States v. Zolin*, 491 U.S. 554, 572 (1989). The party opposing the privilege “may use any nonprivileged evidence in support of its request for in camera review, even if its evidence is not ‘independent’ of the contested communications.” *Id.* at 574. The Tenth Circuit, applying Section 2502(D)(1), saw “no reason to believe that Oklahoma law would differ in this respect.” *White v. Am. Airlines, Inc.*, 915 F.2d 1414, 1424 (10th Cir. 1990). Plaintiffs may therefore rely on unredacted portions of the produced drafts, which no court has “adjudicated to be privileged.” *Zolin*, 491 U.S. at 575.

Plaintiffs met the threshold for in camera review under the crime-fraud exception. The Court already holds the unredacted documents. Mot. at 20 n.6. The facts recited above supply a good-faith basis to review them for the exception. State Farm’s claims leadership quantified an [REDACTED] figure. Exhibit 1 at HUR00075111. Ex. 3. The same document told executives State Farm evaluates each claim on its circumstances. Exhibit 4 at HUR00158702. Its authors sought legal review because the document [REDACTED].” Exhibit 2 at HUR00039527. The visible comments show counsel addressing how that target would read to [REDACTED].” Exhibit 4 at HUR00158703. Beside bullets reporting what customers were telling State Farm, comments reflect the bullets “[REDACTED]” Exhibit 4 at HUR00158707; Mot. Ex. 2 (Cavanaugh Decl.) ¶ 12; Exhibit 13 (Herbert Dep.) at 342:8–343:14. Months earlier, legal review of FME guidelines produced the instruction to

remove "[REDACTED]" from the subject line and "[REDACTED]" from the copy line. Exhibit 10 (HUR00158217-18) at HUR00158217.

The record and the documents show State Farm sought counsel's help to disguise the benchmark. The fraud Plaintiffs allege is a misrepresentation: State Farm tells policyholders and agents it pays each roof claim on its own facts while it manages roof replacements toward an industry benchmark. The SEO Memo documents the benchmark. Exhibit 1 at HUR00075111. State Farm has since denied, in discovery responses and briefs to this Court, the existence of any benchmark and any effort to lower roof-replacement rates toward one. Exhibit 6 at 92-93; Exhibit 7 at 11-12; Exhibit 8 at 7-8. Shown the roofing update State Farm prepared for its senior executives, State Farm's senior claims executive acknowledged its "[REDACTED]" figure appeared to be industry data Accenture had given State Farm, yet he could not identify the [REDACTED] [REDACTED] the document invoked. Exhibit 14 (Herbert Hursh Dep.) at 261:17-262:8, 267:7-21. State Farm also scripted the denial. In August 2021, message points circulated to fire claim managers for use with market areas stated State Farm was "[REDACTED] [REDACTED]," followed by the instruction: "[REDACTED] [REDACTED]" Exhibit 13 (Herbert Dep.) at 164:17-167:14. "The gravamen of fraud ... is falsity." *Freedom Trust v. Chubb Grp. of Ins. Cos.*, 38 F. Supp. 2d 1170, 1173 (C.D. Cal. 1999). The evidence of falsity here is State Farm's own documents set against its own statements. In *Burton v. R.J. Reynolds Tobacco Co.*, 167 F.R.D. 134, 142-43 (D. Kan. 1996), the court found a prima facie case of fraud, and ordered in camera review of the allegedly privileged documents, because the companies' public statement conflicted with evidence of what they knew internally. The court made that finding without considering the contested documents themselves. *Id.* at 141-43. More recently, the same court ordered in camera review where emails showed in-house counsel "heavily

involved in the discussions intended to conceal and make false or misleading representations” in public statements about the conduct at issue. *Burge v. Teva Pharm. Indus., Ltd.*, 2025 WL 2172466, at *10 (D. Kan. July 31, 2025), *on reconsideration in part*, 2025 WL 2592167 (D. Kan. Sept. 8, 2025) (expanding in camera review). The court held “deceitful conduct” of that kind “could constitute an eligible ‘fraud’” under the exception. *Id.* at *8. State Farm’s claims leadership wrote the benchmark, so State Farm knew, or reasonably should have known, its representations were untrue.

Welsh asked counsel to address “the legal meaning and implications of language used in the draft,” Mot. Ex. 1 (Welsh Decl.) ¶ 6, and then used the advice “to reinforce and more accurately describe ... claim handling expectations and State Farm standards” in a document that retained the benchmark, *id.* ¶ 11. Advice on how to describe a benchmark so it does not read as one, sought for a document its authors expected might leave the room, is advice in furtherance of *the misrepresentation*. This is not *Cooper*, where the alleged wrong occurred thirteen years after the consultation and bore no relation to it. *Cooper v. State*, 1983 OK CR 154, ¶ 4, 671 P.2d 1168. The communications here concern the very statements at issue, made while the program was operating. *See Keller*, 1982 OK CR 159, ¶¶ 15–16.

G. State Farm Cannot Deny the Benchmark to This Court While Shielding the Document That Records It

A party may waive privilege when “he asserts a factual claim the truth of which can only be assessed by examination of a privileged communication.” *Local 851 of Int’l Bhd. of Teamsters v. Kuehne & Nagel Air Freight, Inc.*, 36 F. Supp. 2d 127, 134 (E.D.N.Y. 1998) (quotation omitted); *accord Kidder Peabody*, 168 F.R.D. at 470. The Tenth Circuit acknowledges the principle barring use of privileged communications as both sword and shield. *Motley*, 71 F.3d at 1552. State Farm affirmatively told this Court there are no benchmarks and it never sought to reduce roof

replacements toward industry standards, to defeat discovery into exactly that subject. Exhibit 7 at 11–12; Exhibit 8 at 7–8. It cannot now withhold, as privileged, the revisions counsel made to the document recording the benchmark.

H. State Farm’s Requests to Strike, Compel Destruction, and Stay Should Be Denied

Plaintiffs submitted the documents to the Court, which is the statutory path for resolving the claim. The clawback statute permits the receiving party to “promptly present the information to the court under seal for a determination of the claim.” 12 O.S. § 3226(B)(5)(b). The statute lets the receiving party “return, sequester, or destroy” the information and requires the producing party to “preserve the information until the claim is resolved.” *Id.* It does not authorize an order compelling destruction before the Court decides the claim. Plaintiffs’ September 23 filing in this case preceded State Farm’s clawback in this case. Mot. at 5, 17 n.4. Plaintiffs made that filing under seal and asked the Court, in the alternative, to review the unredacted document in camera. Pls.’ Notice of Supp. Auth. at 7–8, 16 (Sept. 23, 2026). The Stewart use occurred with this Court’s permission. Ex. 15. Plaintiffs filed their later supplement under seal. State Farm’s principal authority involved documents received anonymously and held without notice for more than two years. *Raymond v. Spirit AeroSystems Holdings, Inc.*, 2017 WL 2831485, at *2–6, *15 (D. Kan. June 30, 2017). These documents came from State Farm’s own production. Even where a receiving party should have stopped reviewing clawed-back documents, the court declined sanctions and allowed a challenge on any basis “independent of knowledge gained during their improper review.” *Greater N.Y. Taxi Ass’n v. City of New York*, 2018 WL 2316629, at *6 (S.D.N.Y. May 8, 2018). Plaintiffs’ principal grounds rest on independent sources: the pre-review drafts, State Farm’s declarations, and State Farm’s filings. Exhibits 1, 2, 6–8. If the Court sustains any redaction, the proper remedy is excision of that specific text, not wholesale striking of Plaintiffs’ filings and testimony. The Protective Order independently provides that counsel do not violate it

by using designated documents “at deposition or as part of their filings with the Court.” Exhibit 11 (Protective Order) ¶ 6.

A stay is unwarranted for an interlocutory discovery ruling. A discovery ruling is interlocutory, and the trial court “is not bound by, and may hence reconsider, all of its mid-litigation rulings at any time before the case comes to an end.” *Conterez v. O'Donnell*, 2002 OK 67, ¶ 7, 58 P.3d 759, 762. The Supreme Court entertains original jurisdiction over discovery rulings “only in rare cases” and will not “serve as a pretrial reviewing panel for trial court orders adjudicating discovery matters.” *Heffron*, 2003 OK 75, ¶ 3, 77 P.3d at 1073. It already declined State Farm’s application in this case. Exhibit 12 (Order, No. 123,812 (Okla. June 23, 2026)). *Howe v. Farmers’ & Merchants’ Bank*, 1932 OK 55, ¶¶ 14–16, 8 P.2d 665, addresses staying execution of a judgment, not a discovery order.

Plaintiffs respectfully request that the Court deny State Farm’s Application and (1) sustain no redaction to HUR00158702–09 or HUR00158712–19 except text the Court finds, on in camera review, to be counsel’s own words conveying legal advice and not falling within the crime-fraud exception; (2) order production of all business content, including all text that appears in the pre-review drafts; (3) find that State Farm waived protection under Section 2502(E) for the content it produced in this case and in *West*; (4) deny State Farm’s requests to strike, compel destruction, and stay; and (5) grant such further relief as the Court deems just.

Respectfully submitted,

Hannah Whitten

Reggie N. Whitten, OBA No. 9576

Michael Burrage, OBA No. 1350

Blake Sonne, OBA No. 20341

Hannah Whitten, OBA No. 35261

John S. Sanders, OBA No. 34990

Jake Denne, OBA No. 35097

WHITTEN BURRAGE

512 North Broadway Avenue, Suite 300

Oklahoma City, OK 73102

Office: 405.516.7800

Facsimile: 405.516.7859

rwhitten@whittenburrage.com

mburrage@whittenburrage.com

bsonne@whittenburrage.com

hwhitten@whittenburrage.com

jsanders@whittenburrage.com

jdenne@whittenburrage.com

Patrick F. Collogan, OBA #30529

Biby Law Firm

6305 E. 120th Ct., Suite F

Tulsa, OK 74137

918-574-8458

888-572-8263 (fax)

pat@bibylaw.com

R. Ryan Deligans, OBA #19793

Andrew M. Gunn, OBA #19470

920 North Harvey

Oklahoma City, OK 73102-2610

Telephone: (405)235-9584

Facsimile: (405)235-0551

rdeligan@dlb.net

agunn@dlb.net

Lloyd "Trey" Duck

Andrew Pate

NIX PATTERSON, LLP

512 N. Broadway Ave., Ste. 200

Oklahoma City, OK 73102

tduck@nixlaw.com

dpate@nixlaw.com

ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF SERVICE

I hereby certify that on the 23 day of October, 2026, a true, correct, and exact copy of the foregoing document was emailed and/or mailed to:

Carrie McNeer
Grant A. Fitz
GABLEGOTWALS
110 N. Elgin Avenue
Suite 200
Tulsa, OK 74120-1490
(918) 595-4800
(918) 595-4990 (fax)
cmcneer@gablelaw.com
gfitz@gablelaw.com
-and-

Lance E. Leffel
GABLEGOTWALS
BOK Park Plaza
499 W. Sheridan Ave. Suite 2200
Oklahoma City, OK 73102
llefel@gablelaw.com
(405) 235-5500
(405) 235-2875 (fax)

Diane Lee McGimsey -*Admitted Pro Hac Vice*
SULLIVAN & CROMWELL
1888 Century Park
East, Suite 2100, Los Angeles, CA 90067
PH: 310-712-6600
mcgimseyd@sullcrom.com

Erica B. Zolner -*Admitted Pro Hac Vice*
REDGRAVE LLP
230 West Monroe Street, Suite
210, Chicago, IL 60606
PH: 773-720-9169
ezolner@redgravellp.com
Tiffany Lynne Powers -*Admitted Pro Hac Vice*

ALSTON & BIRD, LLP
1201 West Peachtree Street NW,
Atlanta, GA 30308
PH: 404-881-7000
Tiffany.powers@alston.com
Samuel J. Park -*Admitted Pro Hac Vice*
Alston & Bird, LLP
350 S. Grand Ave., 51st Floor
Los Angeles, CA 90071
PH: 213-576-1000
Samuel.Park@alston.com

Kristin A. Shepard - *Admitted Pro Hac Vice*
Alston & Bird, LLP
950 F Street, NW
Washington, DC 20004
PH: 202-239-3277
Kristin.Shepard@alston.com
**ATTORNEY FOR DEFENDANT STATE
FARM FIRE AND CASUALTY**

Hannah Whitten
Hannah Whitten

Hursh v. State Farm, et al; CJ-2025-2626

**PLAINTIFFS' RESPONSE AND OBJECTION TO DEFENDANT STATE FARM'S
BRIEF IN SUPPORT OF APPLICATION OF ATTORNEY-CLIENT PRIVELEDGE
AND WORK PRODUCT PROTECTIONS TO HUR00158701-19**

EXHIBIT 1

FILED UNDER SEAL

Hursh v. State Farm, et al; CJ-2025-2626

**PLAINTIFFS' RESPONSE AND OBJECTION TO DEFENDANT STATE FARM'S
BRIEF IN SUPPORT OF APPLICATION OF ATTORNEY-CLIENT PRIVILEGE
AND WORK PRODUCT PROTECTIONS TO HUR00158701-19**

EXHIBIT 2

FILED UNDER SEAL

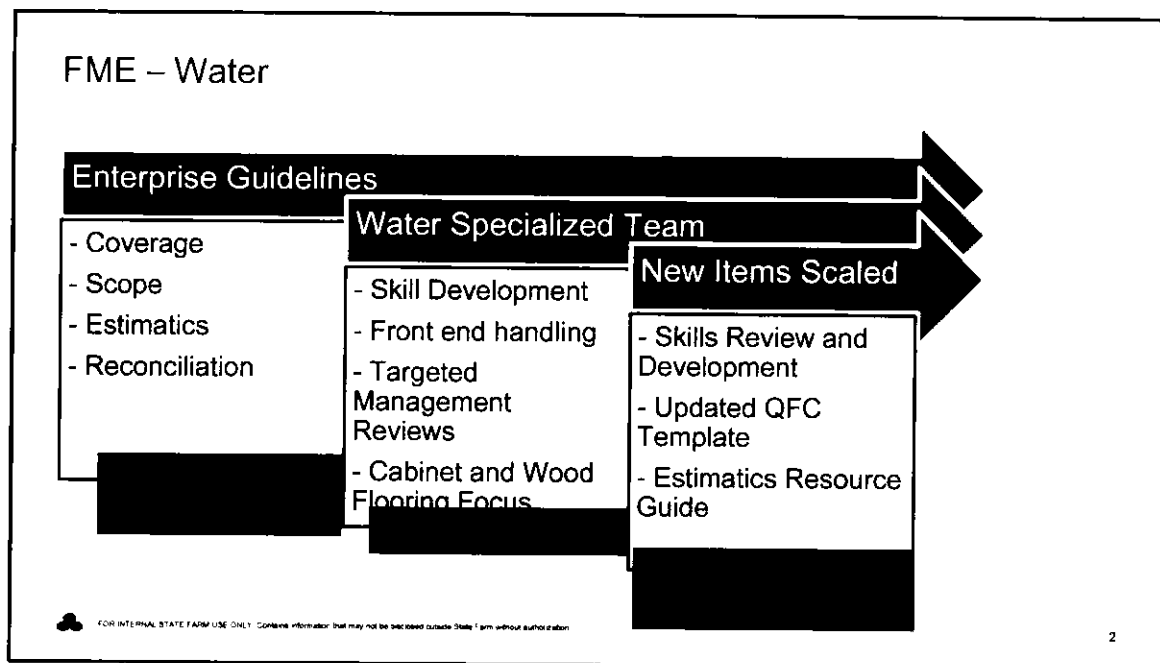
Document Produced in Native Format



P&C Claims
June 24, 2021

Fire Model Enhancement – Water & Wind/Hail





Water Slide 1

Work started in November – first deliverable Dec. 2020 reinforce lead practices across all states

ENTERPRISE GUIDELINES

Leading with data and file observations

Additional guidelines and behaviors communicated each month throughout Q1 2021– hygiene items

- Coverage Analysis, Scope, Investigation, Mitigation, use of SFPSP, Estimatics, Reconciliation

WST

January – started testing workflows and processes with a Specialized Team to determine efficacy to scale

Started with CA, FL and TX

- onboarding, skills review and development
- Additional front end handling to further handle coverage, scope investigation and communication with vendors
- Modified template to help better address areas of opportunity

Targeted management reviews, coaching and oversight – authority levels and Claim Insights model to proactively address coverage opportunities

- Cabinet and wood flooring
- Results – RI and survey results, extremely favorable
 - Isolated behaviors that really give us lift, scale Enterprise to impact trend.

NEW ITEMS SCALED

- Benefit of the training and appropriate management support and oversight
- Skills Review to validate where team members needed assistance.
- Benefit of the knowledge and time at the onset of the claim to get coverage right and secure proper scope of damage.
 - QFC Template
- Estimatics – lead with RI findings – build training around common opportunities
 - Cabinets and Wood Flooring

FME – Water

Lessons Learned

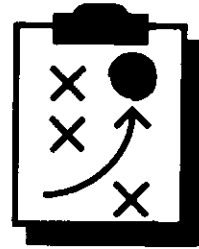
- Coverage and Scope opportunities
- Timing of Management Reviews

Additional Testing in Progress

- SFPSP with HO-6 Claims
- Estimatics and Reconciliation strategies with Fire Proximity

Future Updates/Deliverables

- Florida Vendor Test
- Increase of Accelerated Management Reviews



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3

Water Slide 2

Lessons Learned

- Coverage
- Scope
 - Importance of front end handling
- Benefit of the training and appropriate management support and oversight
- Benefit of the knowledge and time at the onset of the claim to get coverage right and secure proper scope of damage.
- Management in the files at the right time – leading with data – FNOL and using information from the QFC – coverage issue and when CAB and FCW involved.
 - Authority reductions only solve part of the problem.
- Need to create capacity to get these two things right and have the necessary conversations
 - Through vendors
 - Technology and tools
 - Insights, data automation

Additional testing– To demonstrate ways to create capacity

- Proximity and WST – added GA, NY and IL
 - ESX – Vendor work product – time and quality

HU001 70360

Template adjustment

- Insights data based on scope of damage, where to put leadership attention – i.e. CAB and Wood Flooring
- HO-6 – vendor testing

Upcoming

- CST/CLIP – offset OARs
- Florida Vendors

Wind/Hail – Initial Analysis & Prioritized Tactics

PERIL	HYPOTHESIS	METRIC	BASELINE	INDUSTRY BEST
Wind	Unnecessary roof replacement on minor wind damages (50 mph or less)	% Full Roof Replacement (FRR) on Severity 3 Wind	63%	5-10%
Hail	Unnecessary roof replacement on light hail damages (1" hail or smaller)	% Full Roof Replacement (FRR) on Severity 3 Hail	90%	5-10%

Small Hail ($\leq 1"$) & Light Wind (≥ 50 mph)
Early Team Manager Involvement

- Data Set Analysis: Texas, All Wind/Hail Losses (Cat and Non-Cat), 2017-2019
- Baseline: Analysis of 3-year data validated FRRs were paid at 63% frequency for Severity 3 Wind and 90% frequency for Severity 3 Hail
- Industry Best: Industry Best FRR on light wind and small hail averages a 5-10% frequency, therefore an internal quality improvement opportunity of 53-58% for light wind and 80-85% for small hail
- Quality Play: Establish parameters to engage Team Manager review when claim handler recommends full slope replacement or full roof replacement for claims with light wind (50 mph or less) or small hail (1" or smaller)

Wind/Hail Kick Off in
Dallas County, TX June
26, 2020

Expansion to Texas
December 7, 2020

Expansion to all States
December 17, 2020

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- As we embarked on this work, we explored several hypothesis on areas/activities impacting quality results – some thoughts included weather severity, size of home/steepness of roof, and labor/materials. As we further analyzed the data and prioritized our biggest bucket of opportunity, a targeted focus on Small Hail and Light Wind readily surfaced
- Our initial analysis last spring highlighted opportunity for improved claim handling hygiene (i.e. updating participants, additional inspection activity, etc) along with improved Damage ID/Quality with Small Hail (1" or less) and Light Wind (50 mph or less)
- Incorporated tactic to engage first line leaders earlier in the damage assessment process by virtue of review on small hail / light wind full roof replacements
- Initial focus in the State of Texas with testing in small scale: Dallas County – implemented 6/26/2020; intent to scale in broader fashion in Q3/Q4 2020, however historic catastrophe activity took precedent
- Georgia and Illinois followed as the additional States of Focus

Wind/Hail – Playbook

Fundamentals

- Roof Skills Review
- HAAG Refresher
- Wind Loss Overview
- Wind Evaluation Sheet
- Art of the Conversation
- Fire Data Accuracy Dashboard

Live Plays

- TM reviews on roof replacement recommendations ($\leq 1"$, ≥ 50 mph, and Age & Condition)
- Enhanced emphasis on Claim Handling Hygiene
- Use of Structured Phrases to measure adoption
- Weekly Monitoring & Surveying
- Targeted Reinspections

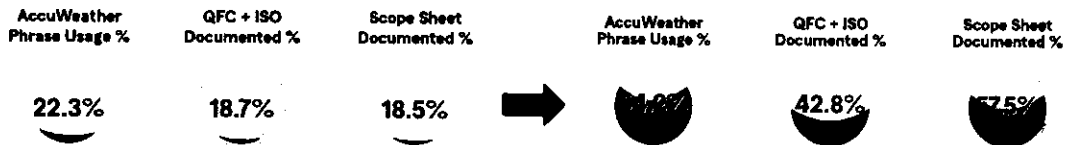
Calibration

- Age & Condition reviews in all states
- ITEL vendor solution for shingle identification / availability
- EagleView Connect Explorer
- Policy Endorsement

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- In addition to prioritizing 'areas of focus' (damage ID, repair vs replace), our project team understood the need to build a foundation on claim handling fundamentals and oversight (provide brief overview of 'Fundamentals' bullets)
- With the Wind/Hail guidelines going 'live' for all states in late December, key tactics were in place to enhance leadership involvement (note early 2021 generally lacked significant wind/hail activity). In March 2021, our team began observing improvements in using the Structured Phrases and operating within the Guidelines. Since that time, we continue to realize improvements.
- As we gather more results and conduct quality reviews, additional learnings have informed our 'Calibration' plays as this work evolves: this includes expanding Age & Condition reviews to all states (TM capacity impact), further exploring the viability of ITEL Roofing on shingle manufacturer/availability options, expanding upon EagleView Connect Explorer use case to improve virtual claim handling quality, and philosophical policy endorsement considerations.

Wind/Hail – Continuous Improvement February 2021 vs June 2021

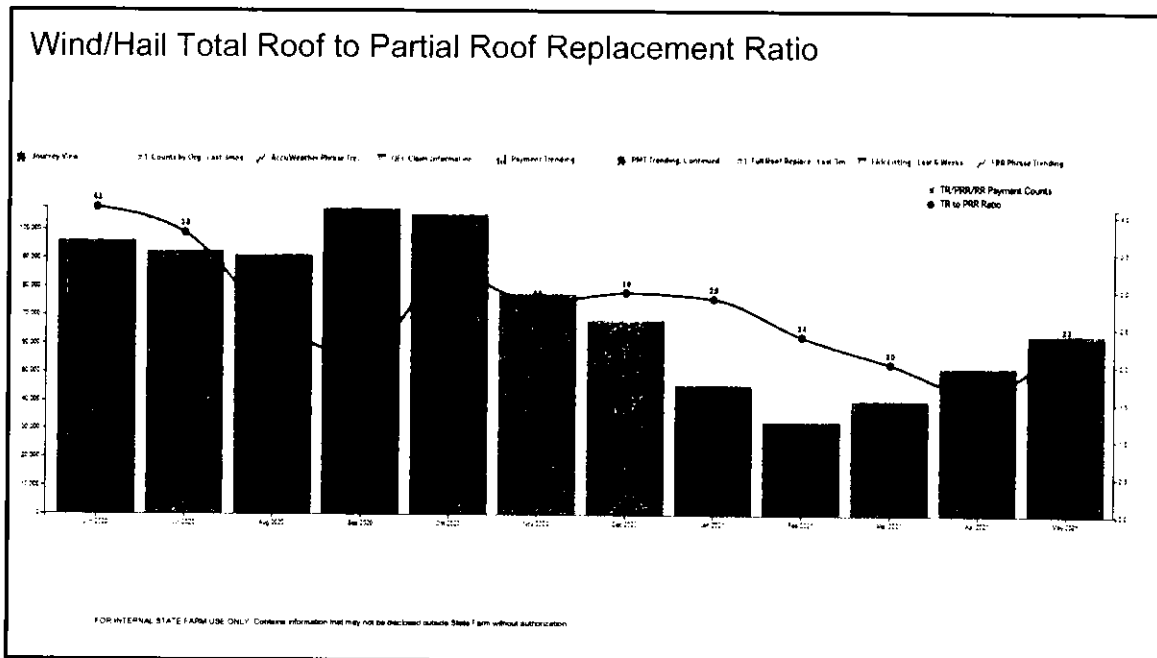


Full Roof Replace TM Review - Approval %



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- Top portion of this slide reflects 'Swishy Bottles' for our Claim Handling Hygiene plays – Feb to Jun
- Bottom portion reflects 'Deck of Cards' for Full Roof Replacement TM Reviews – Feb to June



- This slide gives us a look in the rearview of the frequency in which we had Total Roof Payment Codes in contrast to Partial Roof Payment Codes...the Total Roof to Partial Roof Replacement Ratio (4:1 to 1 compared to 2.3 to 1).
- Just like any data...it's a number with various factors that may contribute to results...for example, severity of damages, concentration of damages, claim volume and the like.
- What we can see here is the frequency of Total Roof Payment Codes is less than where we were last year – again, several factors that may contribute to this result. But what this means is we are also repairing more roofs (Partial Roof), which means we really need to be having the 'right' conversations with our customers and agents. Taking the time to explain our inspection findings, what may be covered under their loss and all the while checking for understanding with our customers.

Wind/Hail – Continuous Improvement

- Wind/hail peril NPI increased +\$1.49B (+45.3%) YOY yet decreased -\$74.0M (-1.5%) in the past three months. Jurisdictions with YOY increases greater than +\$90M were Louisiana, Iowa, Alabama, Texas, and Georgia; Colorado experienced the largest decrease (-\$110.9M). Pending counts decreased YOY (-16,108) yet increased in the past three months (+6,212).

*Our quality focus and claim handling are guided by and in support of *Our Commitment to Our Policyholders*

Total Homeowners Wind/Hail Peril (including Catastrophe) Trends by Jurisdiction

Jurisdiction	2014 %	2014 \$	2015 %	2015 \$	2016 %	2016 \$	2017 %	2017 \$	2018 %	2018 \$	2019 %	2019 \$	2020 %	2020 \$	2021 %	2021 \$	2022 %	2022 \$	2023 %	2023 \$	2024 %	2024 \$
Louisiana	18.4%	\$1,115.5	+5879.3	+717.8%	+1,136.8%	+683.9%	+1,128.8%	+237.4%	+614.8%	+106.7%	+138.8%	+18.8%	+138.3%									
Texas	9.6%	\$581.3	+587.4	+17.7%	-7.2%	-1.7%	-11.5%	+17.7%	-19.1%	-18.5%	+9.4%	-28.8%	+11.8%									
Illinois	8.7%	\$530.1	-\$46.2	-8.0%	+10.2%	-22.1%	-4.3%	-14.2%	-6.2%	-9.2%	+2.0%	-68.7%	-44.7%									
Iowa	6.3%	\$380.0	+6280.9	+326.8%	+487.7%	+291.1%	+634.4%	+312.8%	+448.8%	-5.2%	-2.2%	-52.0%	-12.9%									
Minnesota	4.7%	\$267.7	+628.5	+11.0%	+27.7%	+10.7%	+27.3%	+4.0%	+18.8%	+8.4%	+14.9%	+78.4%	+84.8%									
Georgia	4.7%	\$266.0	+598.8	+61.8%	+24.5%	+38.2%	+18.8%	+21.8%	-10.2%	+13.5%	+32.3%	-17.1%	+80.2%									
Alabama	3.8%	\$214.4	+6131.1	+187.4%	+121.2%	+128.3%	+118.4%	+118.1%	+198.8%	+8.7%	+5.8%	+18.4%	+182.2%									
Ohio	3.1%	\$188.7	-\$12.9	-6.4%	+82.1%	-11.9%	-47.8%	-16.6%	+12.7%	+5.7%	+31.8%	-49.9%	-19.4%									
Oklahoma	3.0%	\$182.3	+\$6.7	+3.6%	+36.0%	-11.7%	+18.6%	-10.8%	+14.3%	-1.0%	+4.8%	-60.0%	-13.6%									
Missouri	3.0%	\$179.8	-\$12.4	-6.5%	+12.0%	-27.3%	-8.2%	-36.0%	-28.0%	+19.3%	+27.6%	-82.2%	-69.3%									
Colorado	2.7%	\$165.5	-\$114.4	-40.9%	-40.3%	-44.0%	-44.6%	-52.0%	-65.4%	+18.8%	+80.2%	-18.6%	-57.6%									
Tennessee	2.6%	\$160.4	-\$24.3	-13.2%	+84.4%	-32.2%	+34.5%	-48.2%	-18.4%	+38.8%	+64.8%	-61.3%	-11.6%									
Florida	2.6%	\$155.5	+\$16.0	+11.5%	+8.4%	-3.1%	-7.7%	+18.8%	-33.2%	-16.8%	+38.1%	+13.8%	+122.8%									

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- Paid Severity increased 8.2% YOY, largely influenced by increased cost of wind losses (Derecho & Hurricane Activity)
- Observed Paid Severity decreases of -16.5% and -9.2% for Texas and Illinois respectively; Georgia, our 3rd state of focus, realized a 13.5% increase in Paid Severity (OK)
- Weekly file surveys help inform performance to the Guideline Resources along with providing targeted feedback to TMs/SMs/CMs
- Some states benefitting from weekly calibration reviews (Fire Prox, W Dep & W-Stew/HRU)

Wind/Hail – Law of Recency

PERIL	HYPOTHESIS	METRIC	BASELINE	INDUSTRY BEST
Wind	Unnecessary roof replacement on minor wind damages (50 mph or less)	% Full Roof Replacement (FRR) on Severity 3 Wind	63%	5-10%
Hail	Unnecessary roof replacement on light hail damages (1" hail or smaller)	% Full Roof Replacement (FRR) on Severity 3 Hail	90%	5-10%

- **Data Set Analysis:** Texas, All Wind/Hail Losses (Cat and Non-Cat), 2017-2019
- **Baseline:** Analysis of 3-year data validated FRRs were paid at 63% frequency for Severity 3 Wind and 90% frequency for Severity 3 Hail
- **Industry Best:** Industry Best FRR on light wind and small hail averages a 5-10% frequency, therefore an internal quality improvement opportunity of 53-58% for light wind and 80-85% for small hail
- **Quality Play:** Establish parameters to engage Team Manager review when claim handler recommends full slope replacement or full roof replacement for claims with light wind (50 mph or less) or small hail (1" or smaller)

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- Recent data results @ small hail and associated survey to review Quality results

Questions?

- Questions?
- Thank you!

Hursh v. State Farm, et al; CJ-2025-2626

**PLAINTIFFS' RESPONSE AND OBJECTION TO DEFENDANT STATE FARM'S
BRIEF IN SUPPORT OF APPLICATION OF ATTORNEY-CLIENT PRIVILEGE
AND WORK PRODUCT PROTECTIONS TO HUR00158701-19**

EXHIBIT 4

FILED UNDER SEAL

Hursh v. State Farm, et al; CJ-2025-2626

**PLAINTIFFS' RESPONSE AND OBJECTION TO DEFENDANT STATE FARM'S
BRIEF IN SUPPORT OF APPLICATION OF ATTORNEY-CLIENT PRIVILEGE
AND WORK PRODUCT PROTECTIONS TO HUR00158701-19**

EXHIBIT 5

FILED UNDER SEAL

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

BILLY & LACY HURSH,

Plaintiffs,

v.

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

Defendants.

Case No. CJ-2025-2626

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

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

PRELIMINARY STATEMENT AND GENERAL OBJECTIONS

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

OBJECTIONS TO PLAINTIFFS' DEFINITIONS

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

admission or denial without qualification. State Farm further objects to this Request because it seeks information that is not relevant to the claims or defenses or proportional to the needs of the case. State Farm also objects to this Request as vague and ambiguous as to what is meant by "Hail Focus Initiative," "Hail Initiative," "other similarly named initiatives or programs," "targeted Oklahoma as a state to implement," and "after implementation in Texas." The Request is an overly broad, incomplete hypothetical irrelevant to the Plaintiffs' claims and/or policy, which is an improper request for admission. Subject to these objections and State Farm's Universal Objections, denied.

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

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

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

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

REQUEST FOR ADMISSION NO. 25: Admit that You compared the industry standards on percentage of Full Roof Replacements to Your internal standard on percentage of

Full Roof Replacements and identified an opportunity for internal quality improvement by seeking to lower Your percentage of approvals for full roof replacements to the industry standard and/or to a related benchmark.

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

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

RESPONSE TO REQUEST NO. 26: State Farm objects to this request because it improperly assumes facts and is vague and ambiguous and therefore cannot be answered with an admission or denial without qualification. State Farm further objects to this request because it seeks information that is not relevant, reasonably calculated to lead to the discovery of admissible evidence, or proportional to the needs of the case. State Farm also objects to this Request as vague and ambiguous as to what is meant by "percentages of total or full roof replacements" and "individual adjusters and managers." The Request is an overly broad, incomplete hypothetical irrelevant to the Plaintiff's claims and/or policy, which is an improper request for admission. Subject to these objections and the General Objections, denied.

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

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

BILLY & LACY HURSH,

Plaintiffs,

v.

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

Defendants.

Case No. CJ-2025-2626

**DEFENDANT STATE FARM FIRE AND CASUALTY COMPANY'S
RESPONSE TO PLAINTIFFS' MOTION TO COMPEL**

Lance E. Leffel, OBA No. 19511
GABLEGOTWALS
BOK Park Plaza
499 W. Sheridan Ave., Suite 2200
Oklahoma City, OK 73102
(405) 235-5500
(405) 235-2875 Fax
llefel@gablelaw.com

-and-

Carrie B. McNeer, OBA No. 22235
Lacy B. Williamson, OBA No. 34004
GABLEGOTWALS
110 N. Elgin Avenue
Suite 200
Tulsa, OK 74120-1490
(918) 595-4800
(918) 595-4990 Fax
cmcneer@gablelaw.com
lwilliamson@gablelaw.com

*Attorneys for State Farm Fire
and Casualty Company*

EXHIBIT

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disproportionate to the needs of this case because State Farm did not use Haag's engineering services—or any engineering services for that matter—to assess Plaintiffs' claim. Moreover, with limited exceptions, State Farm has not used Haag to assess policyholder claims since 2006. Rather, State Farm only uses Haag training materials (which have nothing to do with Haag's engineering services).⁹ Thus, Plaintiffs' broadly written requests regarding State Farm's utilization of Haag are a fishing expedition for information they know does not further the resolution of the merits of their claims. *See In re Hanover Lloyds Ins. Co.*, No. 05-17-00608-CV, 2018 WL 1127436, at *3 (Tex. App. Mar. 2, 2018) (Finding inquiry into Hanover's use of Haag engineering reports on claims of unrelated third parties was not relevant to the issues in the case and rejecting plaintiff's claim that Hanover's overarching relationship and use of Haag training, investigation, and reports was relevant to the merits of the denial of plaintiff's claim). In any event, while Plaintiffs are trying to distort State Farm's use of Haag *training* materials into some sort of nefarious scheme to defraud insureds based solely on a moratorium imposed nearly 20 years ago on *engineering* services, they have provided no evidence of such intent. Details regarding State Farm's relationship with Haag, its use of Haag training, or any reviews of Haag's objectivity are irrelevant to any fact at issue.

E. Fire Model Enhancement Requests (Rogs 6, 7, 9, 13, 28, and 29; RFPs 14, 15, 21-24, 27, 29, 33, 35-39, and 43)

Numerous requests at issue concern the Fire Model Enhancement (“FME”)—an effort State Farm first undertook in 2020 to improve the accuracy and quality of claim handling, one that is neither sinister nor surprising but part of corporate responsibility (the “FME Requests”). As part of the FME, State Farm identified potential ways to improve consistency in handling wind/hail claims and to address both overpayment and underpayment of claims, including by improving file

⁹ State Farm has already informed Plaintiffs' counsel of Haag's position that these videos constitute Haag's intellectual property. Absent a protective order and notice to Haag, State Farm does not have the authority to produce Haag's proprietary materials in litigation.

documentation, conducting additional training, and increasing management involvement.¹⁰ The FME prepared guidelines in 2020 and 2021 (the “Wind/Hail Guidelines”), which State Farm incorporated into Operation Guide (“OG”) 75-160 by February 2022, more than one-and-a-half-years before Plaintiffs’ purported dates of losses. Upon the entry of an approved protective order, State Farm is willing to produce the versions of OG 75-160 and relevant claim handling guidelines that were in place as of Plaintiffs’ dates of losses. While not in effect on the dates of losses, State Farm is also willing to produce the Wind/Hail Guidelines for the years 2020 and 2021.

Plaintiffs’ additional FME-related requests amount to nothing more than a fishing expedition into matters for which they have failed to articulate a connection to the purported conduct that led to the claims decision they challenge. Specifically, they seek years’ worth of information about FME and wind/hail-related initiatives and teams, employees and third parties involved in the FME, nationwide information dissemination, and descriptions of the creation, implementation, and analyses of these initiatives in Texas, Oklahoma, and nationwide, as well as purported tracking of metrics such as roof replacement ratios and approval percentages, indemnity savings, and payment volumes for wind/hail claims. Plaintiffs also seek communications of employees not even involved in the handling of their claims.¹¹

The FME Requests lack any coherent or logical connection to the merits of this lawsuit. As a threshold matter, Plaintiffs’ characterization of the FME is replete with incorrect assumptions, misstatements, and a conflation with issues. Contrary to Plaintiffs’ contentions, State Farm handles each claim on its own merits and never attempts to arbitrarily reduce total roof replacements or indemnity payments to meet industry standards; and State Farm rejects any suggestion that it is

¹⁰ In particular, claim file data indicated that State Farm may have been replacing roofs where significant damage was not expected, primarily due to the small hail and light wind events associated with the date of loss.

¹¹ Specifically, Plaintiffs seek documents and communications of Nicole Manduca, Tom Moss, Susan Maynard, and Sharon Arnold—none of whom were involved in any way in the handling or adjustment of Plaintiffs’ claim.

Hursh v. State Farm, et al; CJ-2025-2626

**PLAINTIFFS' RESPONSE AND OBJECTION TO DEFENDANT STATE FARM'S
BRIEF IN SUPPORT OF APPLICATION OF ATTORNEY-CLIENT PRIVILEGE
AND WORK PRODUCT PROTECTIONS TO HUR00158701-19**

EXHIBIT 8

FILED UNDER SEAL

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

BILLY & LACY HURSH,

Plaintiffs,

v.

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

Defendants.

Case No. CJ-2025-2626

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

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

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

INTERROGATORIES

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

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

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

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

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

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

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

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

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

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

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

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

Hursh v. State Farm, et al; CJ-2025-2626

**PLAINTIFFS' RESPONSE AND OBJECTION TO DEFENDANT STATE FARM'S
BRIEF IN SUPPORT OF APPLICATION OF ATTORNEY-CLIENT PRIVELEDGE
AND WORK PRODUCT PROTECTIONS TO HUR00158701-19**

EXHIBIT 10

FILED UNDER SEAL

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

DEC 11 2025

RICK WARREN
COURT CLERK

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BILL and LACY HURSH,

Plaintiffs,

v.

**STATE FARM FIRE & CASUALTY
COMPANY;
MARK D. WELTY; and
MARK D. WELTY INSURANCE
AGENCY, INC.,**

Defendants.

CASE NO. CJ-2025-2626

Hon. Amy Palumbo

PROTECTIVE ORDER

All Parties to this litigation, defined as Plaintiffs Bill and Lacy Hursh ("Plaintiffs"), Defendant State Farm Fire and Casualty Company ("State Farm"), Defendant Mark D. Welty ("Welty"), and Defendant Mark D. Welty Insurance Agency, Inc., ("Welty Agency") acknowledge that certain documents produced in this action may contain trade secret or other confidential information as defined in paragraph 3 of this Protective Order. The Parties, by and through their attorneys of record, therefore agree and it is hereby ordered as follows:

1. Any party may designate as "Confidential" any documents or any portion of a document produced by it in this litigation. The party making the designation of confidential material represents that it has done so after a bona fide determination made in good faith that the material is in fact trade secret or other confidential information as defined in paragraph 3. Each document or portion of a document the party in good faith believes to contain confidential

EXHIBIT

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information shall be marked "Confidential." The party shall take care that its designation does not obscure or render illegible the information on the document so designated.

2. Any party may designate as "Confidential" a portion of a deposition taken in this matter by stating on the record that the party is designating a portion of the deposition "Confidential" or by advising the court reporter and counsel for all other Parties, in writing, within thirty (30) days of receiving the deposition transcript of the page(s) and lines of the deposition that the party deems "Confidential." Nothing within this Protective Order shall allow a party to designate an entire deposition transcript as "Confidential" without first obtaining an order from this Court allowing such designation.

3. As used in this Protective Order, "Confidential" information shall only apply to the following materials:

a. "Trade secret" shall have the same meaning as in 78 O.S. §86(4).

i. "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process, that:

a. derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and

b. is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

ii. "Trade secret" shall explicitly not include any aspects of the handling of Plaintiffs' claim as first-party insureds, including but not limited to attempts to lower indemnity payments on Plaintiffs' claim, including the total roof

replacement requested, and anything regarding denying or partially denying Plaintiffs' claim.

- b. "Confidential research, development or commercial information" shall refer to information that is maintained in secrecy from third Parties and which a party in good faith believes would result in substantial competitive harm if publicly disclosed.
 - c. "Personal confidential information" shall include a person's social security number, medical records, bank records, personnel records and tax information.
4. Any party may challenge any other party's designation of a document or portion of a document as "Confidential." A party shall not be obliged to challenge the propriety of a "Confidential" designation at the time made, and failure to do so shall not preclude a subsequent challenge thereto. In the event that any party to this litigation takes issue at any stage of these proceedings with such designation, such party shall provide to the producing party written notice of its disagreement with the designation. The producing party shall respond, in writing, within twenty (20) days, by stating whether it agrees or disagrees that designation should be removed. The Parties shall attempt to dispose of such dispute in good faith on an informal basis. If the Parties are unable to reach an agreement, the producing party shall have thirty (30) days to submit a motion for relief from the Court. If the producing party fails to timely file said motion for relief within the time prescribed, the document shall no longer be subject to this Protective Order. The fact a document has been designated as "Confidential" shall not create a presumption the document is, in fact, confidential or a trade secret entitled to protection by this Protective Order. The burden of establishing that a document or testimony contains trade secret or personal confidential information and is entitled to the protection of this Protective Order shall remain on the party

making the designation. Further, a party's agreement to this Protective Order does not prejudice the party's right to move the Court to lift the Protective Order for good cause.

5. Documents and/or deposition transcripts designated as "Confidential" shall not disseminated publicly, and may be disclosed only to the following persons, unless prior written consent to further disclosure has been obtained from counsel for the designating party or permission for such disclosure has been given by the Court:

- a. The Court pursuant to the terms of this Protective Order;
- b. The attorneys working on this action on behalf of any party, including inside, outside and consulting counsel, their legal associates, paralegals, and employees working under the supervision of such counsel;
- c. Any director, officer or employee of a party who is required by such party to work directly on this litigation, with disclosure only to the extent necessary to perform such work;
- d. Any person not employed by a party who is expressly retained or sought to be retained by any attorney described in paragraph 5(b) to assist in the prosecution or defense of this action, including outside experts and their employees;
- e. Any actual or potential deposition or trial witnesses in this action;
- f. Any mediator mutually agreed upon by the Parties in this action; and
- g. Any other Court or Judiciary with jurisdiction over this action.

The persons described in paragraphs (c), (d), and (e) shall have access to "Confidential" material only after they have been made aware of the terms of this Protective Order and have manifested their assent to be bound thereby.

6. It shall not be deemed a violation of this Protective Order for counsel to disseminate documents designated as "Confidential" at deposition or as part of their filings with the Court. If any "Confidential" material is used in any deposition, filing or court proceeding during the course of this litigation, it shall not lose its "Confidential" status through such use. This notwithstanding, any materials specifically designated as "Confidential" under this Protective Order shall, when filed with the Court, be submitted in a sealed envelope or other container, and shall be prominently labeled on the first page: "Contains Confidential Information - Subject to Court Order."

7. This Protective Order is not intended to preclude use or disclosure of any document, deposition transcript or information which is in the public domain, which has been provided to a party, his/her/its attorneys or experts, by a source independent of the designating party or his/her/its attorney.

8. Any of the undersigned may request the Court to modify or otherwise grant relief from any provision of this Protective Order. Nothing in this Protective Order shall operate as an admission by any party that any particular document is, or is not, admissible in evidence at the trial of this action.

9. Nothing in this Protective Order shall be construed as a waiver of any rights by any party with respect to matters not specifically provided for herein.

10. This Court shall retain jurisdiction to enforce this Protective Order and decide any issues relating to or arising from it. If the terms of this Protective Order are violated, the Court may grant such relief to the producing party as is just and necessary, including but not limited to sanctions.

11. The terms and conditions of this Protective Order shall remain in full force and effect and shall survive the final resolution of this litigation unless the Protective Order is terminated or modified in writing by the Parties or by further order of the Court.

12. All requests made by a party for a document to be filed "under seal" in accordance with this Protective Order shall be made by motion and conform to the requirements set forth in 12 O.S. § 3226(C)(2).

13. The outcome of any "Confidential" designations made in this Proceeding will be subject to judicial review and determination by the Court pursuant to 50 Okla. Stat. §§ 24A.29-24A.30 and 12 Okla. Stat. § 3226(C)(2).

IT IS SO ORDERED THIS 26th day of November, 2025.

AMY PALUMBO

THE HONORABLE AMY PALUMBO
JUDGE OF THE DISTRICT COURT

APPROVED AS TO FORM:

Reggie Whitten
Reggie N. Whitten, OBA No. 9576
Michael Burrage, OBA No. 1350
Blake Sonne, OBA No. 20341
Hannah Whitten, OBA No. 35261
John S. Sanders, OBA No. 34990
Jake Denne, OBA No. 35097

Whitten Burrage
512 North Broadway Avenue, Suite 300
Oklahoma City, OK 73102

Office: 405.516.7800
Facsimile: 405.516.7859
rwhitten@whittenburrage.com
mburrage@whittenburrage.com
bsonne@whittenburrage.com
hwhitten@whittenburrage.com
isanders@whittenburrage.com
idenne@whittenburrage.com

Attorneys for Plaintiffs


Lance E. Leffel

Ashlyn M. Smith
GABLE GOTWALS
BOK Park Plaza
499 W. Sheridan Ave., Suite 2200
Oklahoma City, OK 73102
llefel@gablelaw.com
asmith@gablelaw.com

Carrie B. McNeer
Grant A. Fitz
GABLE GOTWALS
110 N. Elgin Avenue
Suite 200
Tulsa, OK 74120-1490
cmcneer@gablelaw.com
gfitz@gablelaw.com

Attorneys for Defendant State Farm, Defendant Mark D. Welty, and Defendant Mark D. Welty Insurance Agency, Inc.

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FILED
SUPREME COURT
STATE OF OKLAHOMA

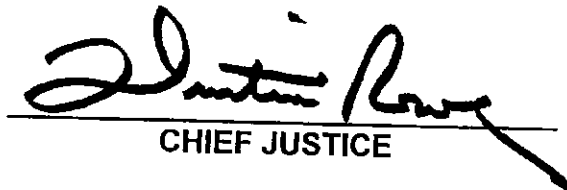
JUN 23 2026

IN THE SUPREME COURT OF THE STATE OF OKLAHOMA SELDEN JONES

TUESDAY, JUNE 23, 2026 CLERK

THE CLERK IS DIRECTED TO ENTER THE FOLLOWING ORDERS OF THE COURT:

123,812 State Farm Fire & Casualty Company v. The Honorable Amy Paulumbo;
and Billy Hursh, Lacy Hursh, Moong Sian Wong-Faust, Stephen Faust;
and State of Oklahoma *ex rel.* Attorney General Gentner Drummond,
Real Party in Interest
Application to assume original jurisdiction is denied.
CONCUR: Rowe, C.J., Kuehn, V.C.J., Winchester, Edmondson, Combs,
Gurich, and Darby, JJ.
RECUSED: Kane, and Jett, JJ.


CHIEF JUSTICE



Hursh v. State Farm, et al; CJ-2025-2626

**PLAINTIFFS' RESPONSE AND OBJECTION TO DEFENDANT STATE FARM'S
BRIEF IN SUPPORT OF APPLICATION OF ATTORNEY-CLIENT PRIVILEGE
AND WORK PRODUCT PROTECTIONS TO HUR00158701-19**

EXHIBIT 13

FILED UNDER SEAL

Hursh v. State Farm, et al; CJ-2025-2626

**PLAINTIFFS' RESPONSE AND OBJECTION TO DEFENDANT STATE FARM'S
BRIEF IN SUPPORT OF APPLICATION OF ATTORNEY-CLIENT PRIVILEGE
AND WORK PRODUCT PROTECTIONS TO HUR00158701-19**

EXHIBIT 14

FILED UNDER SEAL

Hursh v. State Farm, et al; CJ-2025-2626

**PLAINTIFFS' RESPONSE AND OBJECTION TO DEFENDANT STATE FARM'S
BRIEF IN SUPPORT OF APPLICATION OF ATTORNEY-CLIENT PRIVILEGE
AND WORK PRODUCT PROTECTIONS TO HUR00158701-19**

EXHIBIT 15

FILED UNDER SEAL

Hursh v. State Farm, et al; CJ-2025-2626

**PLAINTIFFS' RESPONSE AND OBJECTION TO DEFENDANT STATE FARM'S
BRIEF IN SUPPORT OF APPLICATION OF ATTORNEY-CLIENT PRIVELEDGE
AND WORK PRODUCT PROTECTIONS TO HUR00158701-19**

EXHIBIT 16

FILED UNDER SEAL

Hursh v. State Farm, et al; CJ-2025-2626

**PLAINTIFFS' RESPONSE AND OBJECTION TO DEFENDANT STATE FARM'S
BRIEF IN SUPPORT OF APPLICATION OF ATTORNEY-CLIENT PRIVILEGE
AND WORK PRODUCT PROTECTIONS TO HUR00158701-19**

EXHIBIT 17

FILED UNDER SEAL