



IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

OCT 27 2026

RICK WARREN
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BILLY and 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
Judge Amy Palumbo

**STATE FARM FIRE AND CASUALTY COMPANY'S
NOTICE OF SUPPLEMENTAL AUTHORITY**

State Farm Fire and Casualty Company submits this Notice of Supplemental Authority in support of its October 19, 2026 Amended Motion for Summary Judgment set for hearing on November 13, 2026.

On October 22, 2026, Judge Claire Eagan of the U.S. District Court for the Northern District of Oklahoma granted State Farm summary judgment on the plaintiff's bad faith claim in *Moore v. State Farm Fire & Cas. Co.*, No. CIV-25-417-CVVE-JFJ (N.D. Okla. Oct. 22, 2026), ECF No. 119, Ex. I (attached). Judge Eagan held that the claim failed as a matter of law because "State Farm relied on a legitimate coverage dispute as a basis to partially deny plaintiff's claims for wind and hail damage." Judge Eagan did not consider institutional evidence outside the claim file because of the plaintiff's discovery failures. Plaintiffs' proposed institutional evidence is likewise irrelevant here because Plaintiffs cannot connect it to the facts of their individual claim file, which is the focus of an Oklahoma bad faith claim. This Court should reach the same result

as in *Moore* because the undisputed claim-file evidence shows a legitimate dispute over the amount of storm damage, which precludes bad faith.

State Farm respectfully urges the Court to adopt Judge Eagan's analysis, including the following:

The primary issues disputed by the parties are whether State Farm had a good faith basis to reject plaintiff's request for total roof replacement and plaintiff's dispute that repair of the roof was not a viable option. The Court will initially consider whether there was a legitimate dispute concerning the need for total roof replacement. There is no dispute that State Farm conducted a timely investigation, as it dispatched Harris to investigate plaintiff's property eight days after receiving plaintiff's insurance claim. Dkt. # 55-4, at 3. Harris determined that approximately 20 roof shingles needed to be replaced, but plaintiff received opinions from a roofing company and a licensed public adjustor that her roof was substantially damaged and needed a full replacement. Dkt. # 55-7; Dkt. 10 # 55-12. State Farm examined the evidence submitted by plaintiff and found no additional wind and hail damage, but State Farm also noted that there was evidence of improper installation of shingles, which would not be a covered loss. Dkt. # 55-9, at 2. The licensed public adjustor, McGuire, noticed the same improper installation problems and stated that the method of installation did not comply with industry standards. Dkt. # 55-12, at 2. The evidence submitted by plaintiff does not clearly show that State Farm's resolution of her insurance claim was made in bad faith merely based on State Farm's decision not to pay for a total roof replacement.

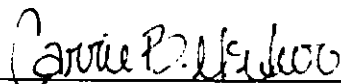
The parties also dispute whether State Farm correctly determined that the damaged roof shingles could be repaired. After receiving notice of State Farm's decision, plaintiff contacted a roofing company and learned that the specific shingle used on her roof was no longer available for purchase. Dkt. # 55-4, at 1. Plaintiff advised State Farm that she could not obtain replacement shingles, and State Farm left a message for plaintiff describing where she could find the shingles. *Id.* Plaintiff disputes the replacement shingles recommended by State Farm would actually work and she claims that her expert determined that repairing the shingles is not a viable option. Dkt. # 55-7, at 1. Plaintiff may ultimately be correct that a repair of her roof is not a viable option but, even assuming this to be true, this does not tend to show that State Farm lacked a good faith basis to deny her demand for a total roof replacement. Plaintiff's expert did test whether one particular method of repair would be available, but this merely shows that there is a dispute between the parties as to whether a more limited repair of plaintiff's roof would be successful. Plaintiff's evidence falls far short of showing that repair was wholly infeasible, and the Court finds that the repairability of plaintiff's roof is also a legitimate dispute concerning the existence of insurance coverage.

Plaintiff argues that State Farm knowingly relied on a deficient investigation to support its partial denial of plaintiff's wind and hail damage claim, and plaintiff provided evidence to State Farm showing that the damage exceeded the small number of damaged shingles identified by State Farm's inspector. Dkt. # 79, at 24. Plaintiff claims that State Farm later relied on the excuse of improper installation to explain the additional damage found by Medlin and McGuire, and this shows that State Farm acted in bad faith by blindly accepting its inspector's report without sufficient inquiry into the adequacy of the inspector's investigation. Id. at 24-25. Plaintiff's arguments concerning the adequacy of State Farm's investigation are more appropriately classified as complaints about State Farm's findings, rather than the methodology of the investigation, and this argument does not tend to show that State Farm acted in bad faith by relying on the initial inspection conducted by a third-party inspector. Plaintiffs' own public adjustor, McGuire, noted improper installation as part of the reason for the need to replace plaintiff's roof, and State Farm's reliance on improper installation as a basis to support its decision does not appear to be unreasonable. Dkt. # 55-12, at 2. Plaintiff's generalized complaints about the sufficiency of State Farm's investigation do not tend to show that State Farm acted in bad faith by conducting an unreasonable investigation.

Plaintiff seems to be making an argument that the evidence in favor of total roof replacement was so overwhelming that no reasonable insurer could have denied her claim. Dkt. # 79, at 26. The Court has already determined that State Farm relied on a legitimate coverage dispute as a basis to partially deny plaintiff's claims for wind and hail damage, and this necessarily implies that the evidence was not so one sided that State Farm was required to pay for a total roof replacement. Plaintiff's arguments in an attempt to show that State Farm acted in bad faith merely highlight the disputed nature of plaintiff's insurance claim, and plaintiff has not identified any additional evidence outside of the legitimate coverage dispute tending to show that State Farm acted in bad faith. The Court finds that State Farm's motion (Dkt. # 55) seeking summary judgment on plaintiff's bad faith claim should be granted.

Order, pp. 10-13.

Respectfully submitted,



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CERTIFICATE OF MAILING

I do hereby certify that on October 27, 2026, a true, correct and exact copy of the above and foregoing document was served by placing same in the United States mail, with proper postage thereon duly prepaid, to those parties as listed below:

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