IN THE DISTRICT COURT OF CLEVELAND COUNTY
STATE OF OKLAHOMA

FILED
DISTRICT COURT
CLEVELAND COUNTY, OKLAHOMA
September 21, 2026 4:05 PM
MARILYN WILLIAMS, COURT CLERK
Case Number CJ-2026-1066

STATE OF OKLAHOMA, *ex. rel.* GENTNER DRUMMOND, OKLAHOMA ATTORNEY GENERAL,

Plaintiff,

v.

STATE FARM FIRE AND CASUALTY COMPANY,

Defendant.

Case No. CJ-2026-1066

STATE FARM'S REPLY IN SUPPORT OF ITS MOTION TO DISMISS

Lance E. Leffel, OBA No. 19511
David R. Herber, OBA No. 33527
GABLEGOTWALS
BOK Park Plaza
499 W. Sheridan Ave., Suite 2200
Oklahoma City, Oklahoma 73102-7101
Telephone: 405-235-5500
Facsimile: 405-235-2875
Email: lleffel@gablelaw.com
dherber@gablelaw.com

Attorneys for Defendant,
State Farm Fire & Casualty Company

I. The OCPA exempts conduct already regulated by another executive officer, such as the business of insurance.

The AG relies on the OCPA for its suit against State Farm, but that statute clearly exempts the conduct at issue here from its coverage. Under the plain language of the OCPA (and as recognized by courts interpreting the exemption), because the same conduct alleged by the AG already is comprehensively regulated by the Insurance Commissioner under the Insurance Code, the OCPA simply does not apply. *See* 15 O.S. § 754(2).[1] Indeed, just weeks ago, **Judge Mai ruled that the AG lacked authority under the OCPA to investigate State Farm for similar conduct**, because it was regulated by the Insurance Code and therefore exempt from the OCPA. *See* Tr. of Proceedings, 61:11-20, Exhibit 1 (finding that "under the OCPA the specific conduct falls within its exemption"). For example, the Insurance Code regulates deceptive or misleading advertising, *compare* 15 O.S. §§ (9), (13) *with* 36 O.S. §§ 1204(1)-(2), and deceptive or unfair practices, *compare* 15 O.S. §§ (21), (12), (13) *with* 36 O.S. §§ 1250.5(1)-(2), but the AG ignores this. The AG's contrary interpretation of the OCPA has no basis in statute or case law and should be summarily rejected.

First, the AG takes the remarkable position that the Insurance Code does not regulate "an alleged scheme" based on fraud in the insurance industry. Resp. at 13. Yet he cites no authority in support because no such authority exists. Indeed, the plain language of the Insurance Code flatly contradicts this argument. *See, e.g.*, 36 O.S. §§ 1204, 1250.5, 361.

Second, the AG argues that the overwhelming case law finding that the OCPA does not apply to the business of insurance is distinguishable because the AG is not an individual consumer. But the OCPA exemption is based on the conduct—not the litigant. As explained in *Conatzer*, the

[1] Because the AG's ORICO and civil conspiracy claims are both predicated on his OCPA claim, State Farm focuses this portion of the Reply on the OCPA. The futility of the AG's OCPA claim also renders his ORICO and civil conspiracy claims legally infirm.

simple fact that a defendant is an insurer does not automatically bring it within the § 754(2) exemption. *Conatzer v. Am. Mercury Ins. Co., Inc.,* 2000 OK CIV APP 141, ¶ 9, 15 P.3d 1252, 1255. Instead, the alleged ***conduct*** must be of the type regulated by another regulatory body or officer. *Id*. Thus, the focus of the OCPA is neither the party asserting the claim nor the party being accused: it is the conduct at issue.[2] And contrary to the AG's misrepresentation in his Response, State Farm has identified parallel provisions of the Insurance Code addressing the exact conduct underlying the AG's OCPA claim. Mtn. to Dismiss at 9-12. At bottom, the § 754(2) exemption plainly applies here because the ***conduct*** alleged (1) implicates the business of insurance and (2) is expressly and specifically regulated by the Insurance Commissioner.

Finally, the AG argues that application of the § 754(2) exemption would contradict the OCPA's remedial purpose. ***Not so***. Read in conjunction with the other provisions of the OCPA, § 754(2) fully comports with the Legislature's intent in enacting the OCPA. While the OCPA prohibits broad and general categories of conduct and grants the AG authority to prosecute these general prohibitions where no other regulatory body is empowered to regulate the conduct at issue, it also carefully avoids dual regulation. Put another way, the OCPA is a safety net to ensure that consumers are protected in the absence of a regulatory body charged with oversight of the specific conduct alleged. No such absence exists here. The Insurance Code addresses the specific consumer protection concerns alleged in the AG's Petition, *see* 36 O.S. §§ 1204(1)-(2), 1250.5(1)-(2), and empowers the Insurance Commissioner with enforcement of those provisions, *see* 36 O.S. §§ 1205, 1207, 1250.13-1250.14, 307. Through § 754(2), the Legislature plainly considered such conduct-

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[2] This stands in contrast to the Unfair Claims Settlement Practices Act, which provides the Insurance Commissioner with certain administrative remedies but confers no private right of action on a private party. *See, e.g.*, *Beers v. Hillory*, 2010 OK CIV APP 99, ¶ 30, 241 P.3d 285, 293.

specific oversight to sufficiently ensure consumer protection, hence the presence of the exemption. Thus, the § 754(2) exemption carries out the OCPA's purpose and should be applied here.

II. Under the Oklahoma Constitution and caselaw, the Insurance Commissioner's specific and exclusive authority to regulate the business of insurance trumps and precludes the AG's limited general authority.

According to the AG, State Farm must "overcome…the breadth of the office of the State's chief law officer…." Resp. at 4. However, it is beside the point that the AG can generally assert "complete dominion" over lawsuits implicating the State's interests absent "*explicit legislative or constitutional expression to the contrary*." *Cherokee Nation v. U.S. Dep't of the Interior*, 2025 OK 4, ¶ 36, 564 P.3d 58, 70 (citation omitted) (emphasis in original). While the AG is generally empowered to enforce the OCPA and ORICO, where the Framers of the Oklahoma Constitution and the Oklahoma Legislature specifically empower another executive officer to enforce laws governing a specific class of conduct, the AG's general grant of authority recedes. Such a specific and contrary expression exists here, and it deprives the AG of standing to bring this action.

The Oklahoma Constitution charges the Insurance Commissioner with "the execution of all laws now in force, or which shall hereafter be passed, in relation to insurance and insurance companies doing business in the State." OKLA. CONST. art. VI, §§ 22-23. Through the Insurance Code, the Legislature expressed its intention that the Insurance Commissioner would "be charged with the duty of administration and enforcement of the provisions of the Oklahoma Insurance Code, of any requirements placed on an insurance company pursuant to the Oklahoma Statutes." 36 O.S. § 307.[3] Moreover, the Insurance Code supplies the Insurance Commissioner with

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[3] The AG makes the insupportable argument that the Insurance Commissioner's authority is exclusively regulatory and that he lacks enforcement powers. This argument defies the plain language of both the Oklahoma Constitution and the Insurance Code. By way of example, "[t]he Insurance Department shall retain the authority to initiate and prosecute any administrative or civil action it deems necessary or advisable" upon a finding of insurance fraud. 36 O.S. § 361(B).

comprehensive powers to regulate the business of insurance and to enforce laws specifically tailored to conduct implicating the business of insurance, including the conduct alleged in the Petition. *See, e.g.*, 36 O.S. §§ 1201-1219; 1250.1-1250.17.

The AG's authority to enforce laws of general application such as the OCPA and ORICO is subordinate to the Insurance Commissioner's specific and explicit legislative and constitutional authority over the industry. Under *Bird*—which remains good law—the Insurance Commissioner's specific authority is held to the exclusion of the AG. *See Oklahoma Ben. Life Ass'n v. Bird*, 1943 OK 103, ¶ 6, 135 P.2d 994, 996 ("where the Legislature has declared that certain classes of cases shall be prosecuted in the name of the state by designated persons or officers, such cases cannot be maintained by any other person."). Likewise, to the extent there is a conflict between 74 O.S. § 18b(A)(3) and the specific provisions of the Insurance Code granting the Insurance Commissioner specific authority over the conduct alleged in the AG's Petition, *Cherokee Nation* dictates that the relevant provisions of the Insurance Code control. 2025 OK 4, ¶ 33, 564 P.3d at 69 ("when there is a conflict between two statutes, one specific . . . and one general, the statute enacted for the purpose of dealing with the subject matter controls over the general statute.").

This lawsuit unquestionably implicates the "business of insurance" and no serious argument can be made to the contrary.[4] Both the Oklahoma Constitution and the Oklahoma Statutes have specifically granted the Insurance Commissioner the authority to regulate the conduct at issue under the Insurance Code. Those grants of power are exclusive in the context of insurance and foreclose the AG's ability to assert parallel claims under laws of general application. For example, the AG brings claims under the OCPA asserting misconduct relating to the manner

[4] The "business of insurance is "the manner of competition of an insurance company in gaining its business, and the manner of actually dealing with its insureds, including payment of claims." *Conatzer,* 2000 OK CIV APP 141, ¶ 9, 15 P.3d at 1255.

in which State Farm purportedly advertises and procures insurance policies. *See* Petition, ¶¶ 28, 32-33, 43-45, 49(a), 58, 73, 78. The OCPA addresses general consumer protection concerns. But the Legislature specifically granted the Insurance Commissioner authority to address this alleged conduct under the Insurance Code. 36 O.S. §§ 1204(1)-(2). Likewise, the AG asserts violations of the OCPA based on State Farm's insurance claims handling. *See* Petition, ¶¶ 58-59, 69, 73-74. Again, this alleged conduct is specifically addressed in the Insurance Code and enforced by the Insurance Commissioner. 36 O.S. §§ 1250.5(1)-(2).

Cherokee Nation directs that in a conflict between the general OCPA prohibitions and the specific provisions of the Insurance Code addressing parallel conduct, the Insurance Code governs. 2025 OK 4, ¶ 33, 564 P.3d at 69. Likewise, where the Oklahoma Constitution and Oklahoma Legislature specifically confers authority to another executive officer, that authority trumps the AG's general authority. *Id.*, ¶ 36, 564 P.3d at 70. Thus, under the plain language of the Oklahoma Constitution as interpreted by the Oklahoma Supreme Court, the Insurance Commissioner—not the AG—has the exclusive authority to regulate the conduct at issue here.[5] In sum, the AG's Petition should be dismissed.

[5] The AG also seemingly relies on 74 O.S. § 18b(A)(22) as a source of authority. But § 18b(A)(22) grants the AG (1) representative—not initiative—powers (2) in rate-related proceedings. This is not a "rate-related proceeding." Compare Exhibit 2, Retention Agreement No. 1 (asserting authority under § 18b(A)(22) for a rate-related proceeding before the Insurance Commissioner) with Exhibit 3, Retention Agreement No. 2 (not citing § 18b(A)(22) as a source of authority for this action). And the AG is acting in an initiative rather than representative capacity in bringing this lawsuit.

Respectfully submitted,

Lance E. Leffel, OBA No. 19511
David R. Herber, OBA No. 33527
GABLEGOTWALS
BOK Park Plaza
499 W. Sheridan Ave., Suite 2200
Oklahoma City, Oklahoma 73102-7101
Telephone: 405-235-5500
Facsimile: 405-235-2875
Email: lleffel@gablelaw.com
dherber@gablelaw.com

Attorneys for Defendant,
State Farm Fire & Casualty Company

CERTIFICATE OF SERVICE

I hereby certify that on this 21st day of September, 2026, I mailed a true and correct copy of the foregoing instrument via U.S. first class mail, postage prepaid, to the following counsel of record:

Gentner Drummond, OBA No. 16645
ATTORNEY GENERAL OF OKLAHOMA
Garry M. Gaskins, II, OBA No. 20212
Cameron R. Capps, OBA No. 32742
Christopher J. Campbell, OBA No. 33649
313 NE 21st Street
Oklahoma City, OK 73105
Phone: 405-522-1260
Fax: 405-521-3921
garry.gaskins@oag.ok.gov
cameron.capps@oag.ok.gov
chris.campbell@oag.ok.gov

Attorneys for Plaintiff

Reggie N. Whitten
Michael Burrage
Blake Sonne
Hannah Whitten
WHITTEN BURRAGE
512 North Broadway Ave., Suite 300
Oklahoma City, OK 73102
Phone: 405-516-7800
Fax: 405-516-7859
rwhitten@whittenburragelaw.com
mburrage@whittenburragelaw.com
bsonne@whittenburragelaw.com
hwhitten@whittenburragelaw.com

Attorneys for Plaintiff

David R. Herber

EXHIBIT 1

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

FARMERS INSURANCE COMPANY, INC., Plaintiff, v. **GENTNER DRUMMOND, IN HIS CAPACITY AS ATTORNEY GENERAL OF THE STATE OF OKLAHOMA,** Defendant, **STATE FARM FIRE AND CASUALTY COMPANY,** Intervenor Plaintiff, v. **GENTNER DRUMMOND, IN HIS CAPACITY AS ATTORNEY GENERAL OF THE STATE OF OKLAHOMA,** Defendant.	)	**CASE NO. CV-2025-2975**

* * * * *

STATE OF OKLAHOMA, EX REL GENTNER DRUMMOND, OKLAHOMA ATTORNEY GENERAL, Plaintiff, v. **STATE FARM FIRE AND CASUALTY COMPANY,** **AND** **FARMERS INSURANCE COMPANY, INC.,** Defendants.	)	**CASE NO. CV-2026-243**

* * * * *

SEVENTH JUDICIAL DISTRICT OF OKLAHOMA
TRANSCRIPT OF PROCEEDINGS
HAD ON THE 17TH DAY OF AUGUST, 2026
BEFORE THE HONORABLE NATALIE MAI, DISTRICT JUDGE

* * * * *

Reported By:
Regina Garnett, CSR, RPR, CRR
Official Court Reporter
321 Park Avenue
Suite 706
Oklahoma City, Oklahoma 73102
(405) 713-7116

APPEARANCES

FOR FARMERS INSURANCE COMPANY, INC.:

MR. PHIL R. RICHARDS
MR. TYLER AMES
MS. KIRSTEN A. PFEIFFER
Attorneys at Law
MCAFEE & TAFT
Williams Center Tower II
2 West 2nd Street
Tulsa, Oklahoma 74103

FOR STATE FARM FIRE & CASUALTY COMPANY:

MR. DAVID R. HERBER
MR. LANCE E. LEFFEL
MR. JACOB C. SWANSON
Attorneys at Law
GABLE GOTWALS
BOK Park Plaza
499 West Sheridan Avenue
Suite 2200
Oklahoma City, Oklahoma 73102

FOR GENTNER DRUMMOND, IN HIS CAPACITY AS ATTORNEY GENERAL OF THE STATE OF OKLAHOMA:

MR. CAMERON R. CAPPS
Deputy Attorney General
MR. CHRISTOPHER CAMPBELL
MS. KRISTIN SIEGEL
Assistant Attorneys General
313 Northeast 21st Street
Oklahoma City, Oklahoma 73105

That that is something that the federal -- FTC and the DOJ stated the attorney general. Even though they're businesses, I guarantee you -- if there was an issue between the insurance companies, they would be the first one arguing that they have the authority to proceed with those claims under the law.

So the U.S. Supreme Court in Union Labor Life Insurance Company versus Pireno, 458 U.S. 119, has specifically held that's the case. But also the statute is clear as well, the McCarran-Ferguson Act. And so -- yeah.

COURT'S RULING

THE COURT: All right. So I find that under the type of conduct that is being claimed here as the basis for -- as a good faith basis for the issuance of these CIDs as against State Farm and Farmers, that is under OCPA that the specific conduct falls within its exemption, that it is within the authority or the business of insurance companies.

And so under OCPA, I find that the attorney general for the specific conduct that's alleged as the grounds for the CID, it doesn't fall outside of the business of an insurance company for OCPA to apply to allow for issuance of a CID.

On the other hand, under OARA, the specific conduct relates to whether or not there's a good faith basis or a reasonable suspicion that the conduct falls under the issue of anti-competition and whether -- which falls squarely within the conduct that it's allowed under OARA.

EXHIBIT 2

FEE AGREEMENT FOR PROFESSIONAL SERVICES

This Fee Agreement entered into this 31st day of July, 2026, between Gentner Drummond in his official capacity as Attorney General of the State of Oklahoma ("AG") and Whitten Burrage, LLP ("WB").

There is a certain action pending entitled "*Before the Insurance Commissioner of the State of Oklahoma, In Re: Hearing Pursuant to 36 O.S. § 984 As to Whether the Oklahoma Homeowners Insurance Market is Noncompetitive, Case No. 26-0820-TRN.*" (the "Action").

The AG of the State of Oklahoma is entitled to participate in the Action pursuant to 74 O.S. § 186(22) to represent and protect the collective interests of insurance consumers of the State on rate-related proceeding before the Insurance Commissioner.

The AG retains the law firm of WB, as special counsel to the Office of Attorney General of the State of Oklahoma in the above Action to act on behalf of the AG and the insurance consumers of the State of Oklahoma.

WB Fee and expenses will be as follows:

(1) $350.00 per hour for partners of the firm, Reggie Whitten and Michael Burrage;

(2) $285.00 per hour for associates of the WB firm;

(3) $75.00 per hour for legal assistants of the WB firm;

(4) WB will be reimbursed for expenses in the Action such as any filing fees, deposition costs, transcript costs, experts needed for the Action and any other expenses approved by the AG.

The legal services to be provided to the AG pursuant to this Agreement will be preparing any pleadings or legal documents to be filed in the Action, preparing witness and experts necessary for the Action, attending and conducting any hearings or proceedings in the Action, consulting with the AG with regard to all aspects of the Action. The AG retains control over the Action and will have the final decisions over all issues and proceedings in the Action.

This Agreement can be terminated by either party upon fifteen (15) days written notice. Any attorney fee and expenses will be paid that are due and owing as of the termination date of this Agreement.

This Agreement will be subject to Oklahoma law.

Gentner Drummond, Attorney General for
The State of Oklahoma

Whitten Burrage, LLP

By: ____________________
Partner

Office of the Oklahoma Attorney General

CONTRACT FOR LEGAL SERVICES
BILLABLE- HOUR BASED

This Contract (the "Contract") for Legal Services is entered into and made effective this 28th day of July, 2026, by and between the Office of the Oklahoma Attorney General ("Attorney General"), on behalf of the State of Oklahoma ("State"), and Whitten Burrage, LLP ("Law Firm").

WHEREAS, the Attorney General is the chief law officer of the State and is vested with the constitutional and statutory authority, obligation, and responsibility to represent the interests of the State and its instrumentalities and offices in any and all proceedings and matters. The Attorney General of the State of Oklahoma is entitled to participate in the Action pursuant to 74 O.S. § 186(22) to represent and protect the collective interests of insurance consumers of the State on rate-related proceeding before the Insurance Commissioner;

WHEREAS, on review, the Attorney General determined that Law Firm's proposal provided the State is the most economical and most competent;

WHEREAS, Law Firm represents that it has the necessary expertise and experience to perform its obligations hereunder; and

WHEREAS, the Attorney General believes it to be in the best interest of the State and/or the people of the State that the Attorney General retain and the Law Firm to assist and supplement the Attorney General's efforts on behalf of the State relating to the matters described in Appendix A;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

SECTION I
DUTIES AND RESPONSIBILITIES OF LAW FIRM

1. <u>Services</u>. Law Firm shall provide services for the Attorney General as described in Appendix A. Law Firm will perform all services in a professional and workmanlike manner in accordance with applicable professional standards and shall re-perform at no cost any work not in compliance with this warranty brought to its attention within a reasonable time after the work is performed. The Attorney General may request the replacement of any individuals assigned to this Contract in the event the Attorney General is dissatisfied with the work product or working relationship.

2. Standard of Care. Law Firm shall discharge its duties under this Contract with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent professional acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims, and in accordance with the provisions of this Contract.

3. Timely Performance of Services. Law Firm shall provide timely updates for the Attorney General to participate in significant decisions regarding legal strategy. The Attorney General must be provided sufficient time to review drafts of all significant documents, including pleadings, motions, and briefs that may be provided to third parties on the State's behalf. Law Firm shall seek and receive approval from the Attorney General for all significant documents, including pleadings, motions, and briefs before they are provided to third parties on the State's behalf.

4. Consultation. Law Firm shall consult with and keep the State fully informed as to the progress of all matters covered by the Contract, including regular status meetings as requested by the Attorney General. Law Firm shall consult and cooperate with, and shall be responsible directly to, the Attorney General and other officials as designated by the Attorney General on all matters of strategy and tactics. The duty of Law Firm shall be to advise, counsel, and recommend actions to the State through the Attorney General, the Office of the Attorney General, or the other officials designated by the Attorney General, and to carry out its directions to the best of its ability. Law Firm will not file suit, or make any offer, settlement, or compromise without the written consent of the Attorney General. Law Firm shall offer the Attorney General or his designee(s) the opportunity to review and revise court documents and briefs prior to filing same. Law Firm shall promptly furnish the Attorney General with copies of all correspondence and all court documents and briefs prepared in connection with the services rendered under the Contract and such additional documents as may be requested by the Attorney General. Law Firm shall make its entire work product prepared in connection with the services rendered under this Contract, and other parties' pleadings, discovery, correspondence, and other relevant documents and materials, available to the Attorney General in .pdf or other format acceptable to the Attorney General.

5. Availability of Records & Audit. Law Firm shall keep and maintain appropriate books and records reflecting the services performed and costs and expenses incurred, disbursements, charges, credits, underlying receipts and invoices, and other financial transaction documents in connection with its performance of the services for a period of five (5) years from the ending date of this Contract. All files and records created or maintained in Law Firm's representation of the State are property of the Attorney General, though the Law Firm may retain a copy of the files and records as part of its client file. Upon reasonable notice, the Attorney General, the State Auditor & Inspector's Office, the State Purchasing Directors, or their representatives, shall be entitled to access any books, records, and other documents and items directly pertaining to charges to the State hereunder for purpose of audit and examination, at Law Firm's premises during normal business hours. Law Firm further agrees to provide appropriate access by the aforementioned parties to any sub-contractor's associated records. Additionally, and as provided in Appendix B, Law Firm shall maintain detailed contemporaneous time records for the attorneys and any paralegals or legal assistants on the matter and shall promptly provide such records on request by the Attorney General. In the event any audit, litigation, or other action involving these pertinent records is started before the end of the five (5) year period, Law Firm agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later.

6. **Professional Conduct Certification.** Law Firm is aware of and certifies it will follow the Oklahoma Rules of Professional Conduct set forth in Appendix 3-A of Title 5 of the Oklahoma Statutes.

7. **License to Appear.** Law Firm, by signing this Contract, warrants that all attorneys involved in the representation are now, or are eligible to become, duly licensed before the judicial forum, court, board, or tribunal before which they will appear on behalf of the State.

SECTION II
DUTIES AND RESPONSIBILITIES OF THE ATTORNEY GENERAL

1. **Access to Records and Availability of Staff.** Unless otherwise prohibited by law, the Attorney General agrees to forward or cause to be forwarded records or information that may be necessary to perform any of Law Firm's duties pursuant to the provisions of this Contract. The Attorney General shall make its staff available during normal business hours to answer any questions or inquiries of Law Firm provided adequate notice is given of the time, content, and requested form of response.

2. **Compensation.** The Attorney General agrees to compensate for the services contracted in accordance with the provisions of Appendix B of this Contract. No taxes will be billed to the Attorney General on fees and expenses incurred.

3. **Invoicing in Non-contingent Fee Matters.** Law Firm shall keep detailed records of the time involved in each matter and submit claims for fees for such services provided to the Attorney General. Claims or invoices should be sent at the end of each month for services performed during that month. The claim must show a detailed, itemized fee billing indicating, on a daily basis, the appropriate time, description of services performed, and hourly rate for each professional performing services on behalf of the State. In the event of any dispute with regard to a portion of an invoice, the undisputed portion shall be paid as provided herein. Payment shall be made within forty-five (45) days of receiving correct and accurate claims or invoices. All payments are made in arrears, and no payments shall be made in advance.

4. **Reimbursement of Expenses.** All out-of-pocket expenses, such as photocopies, telephone charges, on-line computer assisted legal research, and other appropriate items will be identified and charged to the State as they are incurred. No mark-up will be allowed on reimbursable charges. Law Firm agrees to limit its requests for reimbursement of any expenses incurred in travel in accordance with the provisions of the State Travel Reimbursement Act, 74 O.S.2021, § 500.1 *et seq*. Law Firm may be reimbursed for travel expenses authorized by the Attorney General pursuant to the State Travel Reimbursement Act, 74 O.S.2021, §§ 500.1–500.37. Law Firm shall obtain prior approval from the Attorney General or its authorized staff person before incurring fees for investigative services and expert witness fees or before incurring any unusual or extraordinary expense, including but not limited to electronic deposition transcript costs, expedited deposition transcript costs, videotape deposition costs, real time deposition and court proceeding transcript costs, court reporter out-of-town travel expenses, court room technology costs, and travel costs

related to sending more than one Law Firm representative to any witness interview, deposition, hearing, conference, or trial appearance. Law Firm shall retain, and upon the request of the Attorney General provide, all necessary documentation to support all non-labor costs incurred pursuant to the performance of the Contract.

5. Settlement Authority. Law Firm shall immediately communicate any settlement offer to the Attorney General. The Attorney General has exclusive authority to accept or reject any settlement offer received.

6. Control of Litigation. Law Firm agrees to the following conditions relating to the Attorney General's control over any litigation:

A. The Attorney General shall retain complete control over the course and conduct of the case;

B. The Attorney General or his designee shall be personally involved in oversight of the case;

C. The Attorney General or his assistants as he may authorize shall retain veto power over any decision made by Law Firm related to the case;

D. The Attorney General has the right to communicate directly with any party in the case without having to confer first with Law Firm;

E. The Attorney General or his designee shall attend all settlement conferences; and

F. Decisions regarding settlement, as outlined in paragraph 5 directly above, shall be reserved exclusively to the discretion of the Attorney General.

SECTION III
TERM AND TERMINATION

1. Term of Contract. The Contract shall commence on the day it is executed by both parties and shall continue until terminated by the parties, or until the legal matter for which Law Firm is providing representation is concluded, whichever is earlier.

2. Termination of Contract. Either party may terminate this Contract at any time, with or without cause, upon written notice to Law Firm, such termination being effective immediately upon Law Firm's receipt of notice, provided Law Firm's termination of the Contract shall not unduly prejudice the Attorney General. Upon any termination prior to any monetary recovery, Law Firm shall not be entitled to any payment from Attorney General. Provided, as provided in Appendix B, Law Firm shall be reimbursed for all reasonable, actual, ordinary and necessary direct non-labor costs incurred in fulfilling the terms of the Contract. Further, upon termination, Law Firm shall provide the Attorney General, upon request, with any and all records, including drafts, relating to the Law Firm's representation of the Attorney General. The Attorney General is free to terminate Law Firm's representation of the State at any time unless judicial approval is required for Law Firm to withdraw, in which event Law Firm agrees not to oppose such withdrawal. Upon completion of the matter to which this Contract applies, or the earlier termination of the representation, the attorney-client relationship will end unless Law Firm agrees to continue the representation on other matters. Law Firm shall have no continuing obligation to advise the State on any matter unless Law Firm otherwise agrees in writing.

SECTION IV
GENERAL PROVISIONS

1. **Independent Contractor.** Law Firm is an independent contractor and is not to be deemed an employee of the Attorney General. The Attorney General retains the right to exercise full control and supervision of the services and work to be provided under this Contract.

2. **Attorney-Client Relationship.** Execution of this Contract creates an attorney-client relationship between Law Firm and the Attorney General. All communications between the parties shall be deemed privileged, and all work product shall be protected from disclosure.

3. **Confidential Relationship.** All information furnished by the Attorney General to Law Firm hereunder, including their respective agents and employees, shall be treated as confidential ("Confidential Information") and shall not be disclosed to third parties except as required by law or authorized in writing. Any Confidential Information of the Attorney General may be used by Law Firm only in connection with the services performed pursuant to this Contract. Law Firm agrees to protect the confidentiality of any Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information. Access to the Confidential Information shall be restricted to those of Law Firm's personnel engaged under this Contract. All Confidential Information made available hereunder, including copies thereof, shall be returned upon completion of services or request by the Attorney General, whichever occurs first. Law Firm, subject to its obligations of confidentiality, may retain one copy of documents containing Confidential Information for archival purposes and to defend its work product. The restrictions set forth in this section shall not apply to information that is or becomes in the public domain through no fault of Law Firm, is independently developed by Law Firm, is provided to Law Firm by a third party who is not subject to a duty of confidentiality or is required to be disclosed pursuant to law or legal process.

4. **Conflicts of Interest.** Law Firm certifies and represents that it does not have any interest, direct or indirect and that it shall not acquire any such interest during its tenure that would conflict with the full and complete performance of this Contract ("Conflict of Interest"). Conflict of Interest includes but is not limited to any professional relationships, friendships, family, or social relationships past or present, with an individual or company, parent or subsidiary related to the services provided under this Contract. Furthermore, unless Law Firm has told the Attorney General otherwise, Law Firm does not now represent another client in the specific matter in which the State has retained Law Firm. It is possible that Law Firm currently represents, or in the future may be asked to represent, in some other matter unrelated to the specific matter in which the State has engaged Law Firm, some person or entity whose interests are actually or potentially adverse to the State's interests in this or other matters, including in negotiations, bankruptcy proceedings, or

litigation. Law Firm agrees that it will not undertake any such representation if the subject of the other representation is directly adverse to the specific matter or interests in which Law Firm currently represents the State. Should Law Firm intend to engage in the representation of a client or interest that is adverse to the Attorney General, Law Firm agrees to immediately notify the Attorney General of its intention to engage in such representation. In its discretion, the Attorney General may object to Law Firm's representation of a client or interest that is adverse to the Attorney General, and such objection may be grounds for immediate termination of this Contract.

In the course of representing the State, and in order fully to satisfy Law Firm's professional obligations, Law Firm may from time to time need to consult with the lawyers in its firm responsible for advising the firm on ethical issues, including issues that may implicate the State's interests. The parties acknowledge and agree that, notwithstanding this potential for conflict in consideration of Law Firm's professional obligations, Law Firm is free to consult with its own internal counsel on such matters without the State's consent and that such consultations are privileged and confidential.

5. Inability to Perform. Law Firm agrees that if, because of death or any other occurrence beyond the control of Law Firm, it becomes impossible for any principal or principals, and in particular the principals assigned to this project, to render the services set forth in this Contract, neither Law Firm nor the surviving principals shall be relieved of their obligations to complete performance hereunder. Law Firm shall, with respect to any replacement principal proposed to be assigned to this matter, must timely consult with the Attorney General upon becoming aware of the possible need for replacement principal. The Attorney General's consent to the proposed replacement is required but may not be withheld unreasonably.

6. Outside Communications. The parties agree that neither Law Firm, nor any partner, associate, employee, or any other person assisting with the services to be performed under this Contract, shall publish any material, including on-line publications, or speak to or otherwise communicate with any representative of a television station, radio station, newspaper, magazine, website, or any other media outlet concerning the work outlined or contemplated by this Contract without first obtaining approval of the Attorney General, the Attorney General's Communications Director, or their designee.

Law Firm shall not state or imply in any manner, including in commercial advertising, that its services are endorsed by the Attorney General. The Attorney General may not be used as a reference for Law Firm without the Attorney General's prior approval.

7. Additional Counsel, Subcontracting, Key Personnel, Experts, and Consultants. Any retention of experts or consultants, subcontracting, or assignment of services and work covered by this Contract shall be subject to the terms and conditions of this Contract, which shall apply to, and bind the party or parties to whom such work is subcontracted or assigned as fully and completely as Law Firm is hereby bound and obligated, including obligations with respect to confidentiality, conflicts of interest, and outside communications. In furtherance of the services described in Appendix A, Law Firm may recommend to the State subcontractors, experts, consultants, or assignment of services and work as Law Firm believes necessary. Law Firm, with respect to any retention, assignment, or subcontracting of any of the services provided under this

Contract and/or replacement of key personnel assigned to this matter (which shall include attorneys, paralegals, investigators, experts, and consultants) shall consult with and obtain the consent of the Attorney General. The hourly rates, fees, or other compensation to be paid to such subcontractors, consultants and/or experts shall be subject to the written approval of the Attorney General.

8. Notices. Any notice required to be given pursuant to the terms and provisions of this Contract shall be in writing, postage prepaid and shall be sent by First Class Mail or by courier or electronic transmission with delivery confirmation, to the respective party as set forth below. The notice shall be effective on the date indicated on the postmark.

ATTORNEY GENERAL:

Bradley Clark, *General Counsel*
OKLAHOMA OFFICE OF THE ATTORNEY GENERAL
313 NE 21st Street
Oklahoma City, OK 73105
Bradley.Clark@oag.ok.gov
Contracts@oag.ok.go

LAW FIRM:

Reggie Whitten, Senior Managing Partner
Michael Burrage, Managing Partner
WHITTEN BURRAGE
512 North Broadway Avenue, Ste 300
Oklahoma City, OK 73102
rwhitten@whittenburragelaw.com
mburrage@whittenburragelaw.com

9. Material Changes. Law Firm shall immediately notify the Attorney General of any of the following changes, and obtain the Attorney General's approval to the extent approval is required, if: (a) Law Firm becomes aware that any of the representations, warranties and covenants set forth herein cease to be materially true at any time during the term of this Contract; (b) there is any material change in Law Firm's personnel assigned to perform services under this Contract; or (c) Law Firm becomes aware of any other material change in its business organization, including, but not limited to the filing of bankruptcy relief or other legal suits or actions.

10. Indemnification. Law Firm shall indemnify and hold harmless the Attorney General, the State, its employees and agents, from and against any and all claims, damages, losses, liabilities, suits, costs, charges, expenses (including, but not limited to reasonable attorney fees and court costs), judgments, fines, and penalties, of any nature whatsoever, to the extent attributable to any bad faith, negligence, willful misconduct, improper or unethical practice, infringement of intellectual property rights, breach of trust, breach of confidentiality, breach of contract, or violation of any duty or requirement by Law Firm acting in connection with this Contract. This indemnification shall survive any termination or expiration of this Contract.

11. Maintaining Insurance. For the duration of this Contract, Law Firm shall provide and maintain, at its own expense, professional liability insurance covering all negligent acts, errors and omissions as well as insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work under this Contract, including general liability coverage, automobile liability coverage, and worker's compensation insurance. The Law Firm's professional liability insurance is intended to indemnify, subject to certain terms, exclusions and limitations, the Law Firm in respect of any claim made by its clients by reason of alleged Law Firm act, error or omission, breach of contract for professional services, breach of duty, libel, or slander in connection with the representation of its clients, and related causes of action in connection with its representation of its clients. The Law Firm and its partners are also bound by the applicable rules of professional conduct and other legal, regulatory, and professional obligations. Proof of the Law Firm's insurance shall be provided upon request to the Attorney General.

12. Material Breach. Nothing in this Contract shall be construed to limit either party's remedies at law or in equity in the event of a material breach of this Contract.

13. Performance Suspension. Performance may be suspended by either party for any of the following: a presidentially or gubernatorially declared emergency or disaster; inability to obtain fuel, power, labor, or transportation; national defense requirements; war, riots, fire, explosion, strike, injunction, or accident; or any cause beyond the control of such party, which prevents the performance of such party. An alleged breach of this Contract by Law Firm shall be grounds for immediate suspension of this Contract.

14. Dispute Resolution. The Attorney General and Law Firm agree that their authorized representatives will timely meet and negotiate in good faith to resolve any problems or disputes that may arise in performance of the terms and provisions of this Contract.

15. Assignment. This Contract and any of the rights, duties or obligations of the parties hereunder shall not be assigned, transferred, or delegated by Law Firm without the express written consent and approval of the State. Any attempted assignment, transfer or delegation thereof without such consent shall be void.

16. Entire Agreement. This Contract, together with addenda and appendices, constitutes the entire agreement between the parties hereto relating to the rights granted and the obligations assumed by the parties hereunder. No agent, representative, employee, or officer of either the Attorney General or the Law Firm has authority to make, or has made, any statement, agreement, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to, or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alternations, changes, or waives to the Contract or any of its terms shall be valid or binding unless the Contract is amended as described in paragraphs 17-18 below.

17. Modification or Changes. The Attorney General, with approval of Law Firm, may make modifications to this Contract at any time during the term of this Contract or any renewals or extensions thereof. Changes in the statement of work within the general scope of work and changes which do not increase the total reimbursement to Law Firm under this Contract may be accomplished by a letter of mutual consent signed by the Attorney General and Law Firm. A change in the scope of work or an increase in the total reimbursement under this Contract must be incorporated into a formal written amendment to the Contract, signed by the State and the Law Firm, and executed in the same manner as this original Contract and in accordance with applicable law.

18. <u>Amendment.</u> This Contract and the tasks and scope of the engagement may be amended at any time during the term of the Contract by mutual written consent of the parties hereto.

19. <u>Headings</u>. Titles of parts or sections of this Contract are inserted for convenience only and shall be disregarded in construing or interpreting its provisions.

20. <u>Governing Law and Venue</u>. This Contract shall be construed and enforced in accordance with the laws of the State of Oklahoma, without regard to conflict of law principles. Should either party initiate a lawsuit or other dispute resolution proceeding over any matter relating to or arising out of this Contract, such lawsuit or other proceeding shall be filed and conducted in Oklahoma County, State of Oklahoma.

21. <u>Severability</u>. If any provision of this Contract or any portion thereof, or the application of any such provision or portion thereof, shall be held invalid, illegal, void or unenforceable in any respect by a court of competent jurisdiction or administrative authority, such invalidity, illegality, or unenforceability shall not affect any other provision hereof or the remaining portion thereof, and the validity of the entire Contract as a whole shall not be affected thereby.

22. <u>Non-collusion</u>. Pursuant to 74 O.S. § 85.22, Law Firm certifies the following:

A. The undersigned representative of the Law Firm is the duly authorized agent of the Law Firm, for the purpose of certifying the facts pertaining to the existence of collusion among and between Law Firm and the Attorney General, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in connection with this Contract;

B. The undersigned representative of the Law Firm is fully aware of the facts and circumstances surrounding the acquisition or making of the bid to which this statement relates and has been personally and directly involved in the events leading the Contract; and

C. Neither the Law Firm nor the undersigned representative of the Law Firm has been a party:

1. to any collusion among bidders or suppliers in restraint of freedom of competition by agreement to bid or contract at a fixed price or to refrain from bidding or contracting,
2. to any collusion with any state official or employee as to quantity, quality or price in this Contract, or as to any other terms of this Contract,
3. to any discussions between bidders or suppliers and any state official concerning exchange of money or other thing of value for special consideration in connection with this Contract.

D. Neither the Law Firm nor the undersigned representative of the Law Firm has paid, given, or donated or agreed to pay, give or donate to any officer or employee of this state any money or other thing of value, either directly or indirectly, in procuring this Contract.

23. Certification Required by 25 O.S. § 1313 (E-Verify). Law Firm certifies that it and all proposed subcontractors, whether known or unknown at the time of this Contract is executed or awarded, are in compliance with 25 O.S.2021, § 1313, and participate in the Status Verification System. The Status Verification System is defined in 25 O.S.2021, § 1312 and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at www.e-verify.gov.

24. Certification Required by 74 O.S. § 85.42(B). The parties to this Contract certify that no person who has been involved in any manner in the development of this Contract while employed by the State of Oklahoma will be employed to fulfill any of the services provided for under this Contract.

25. Certification Required by 74 O.S. § 582. By executing this Contract, Law Firm certifies that it does not boycott goods or services from Israel and will not boycott Israel during the term of this Contract.

26. Certification Required by 74 O.S. § 12005. By executing this Contract, Law Firm certifies that it does not boycott energy companies and will not boycott energy companies during the term of this Contract.

27. Certification required under 21 O.S. Supp. 2025, § 1289.31. By executing this Contract, Recipient certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade associated during the term of the Contract.

28. Certification required under 74 O.S. Supp. 2025, § 85.42(B). By executing this Contract, the undersigned certifies that no known officer or employee of the Attorney General who has any direct or indirect financial, pecuniary, or other personal interest in the contract has been involved in any manner in the development, approval or negotiation of the contract through influence, decision, recommendation or otherwise.

29. <u>Execution in Counterparts</u>. This Contract may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.

[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Attorney General and Law Firm have read and understand the foregoing terms of this Contract and do by their signatures below hereby agree to its terms.

ATTORNEY GENERAL:

Signature

Aug 4, 2026
Date

Gentner Drummond
Printed Name

Attorney General
Title

LAW FIRM:

Signature

August 4 2026
Date

Michael Burrage
Printed Name

partner
Title

APPENDIX "A"

DESCRIPTION OF LEGAL SERVICES TO BE PROVIDED BY LAW FIRM

The Law Firm shall assist the Attorney General in There is a certain action pending entitled "*Before the Insurance Commissioner of the State of Oklahoma, In Re: Hearing Pursuant to 36 O.S. § 984 As to Whether the Oklahoma Homeowners Insurance Market is Noncompetitive*, *Case No. 26-0820-TRN*." (the "Action").

The legal services to be provided to the Attorney General pursuant to this Contract will be preparing any pleadings or legal documents to be filed in the Action, preparing witness and experts necessary for the Action, attending and conducting any hearings or proceedings in the Action, consulting with the Attorney General with regard to all aspects of the Action. The Attorney General retains control over the Action and will have the final decisions over all issues and proceedings in the Action.

APPENDIX "B"

PROFESSIONAL SERVICE FEES
(Billable-hour cases)

Law Firm will bill on an hourly basis, to the nearest 1/10th of an hour, based on the actual time engaged in performing the services. The hourly rate reflects a discount from the usual rates charged by Law Firm for the services of the professionals performing the services. The rates for this Contract are as follows:

ATTORNEY	RATE PER HOUR
Reggie Whitten	$350.00
Michael Burrage	$350.00
Associates	$285.00
	$

PARALEGAL OR LEGAL ASSISTANT	RATE PER HOUR
Legal Assistants	$75.00
	$
	$
	$

Professionals in addition to or as substitute for those described above *shall not* be utilized without first obtaining written approval from the Attorney General or his designee.

Total professional fees payable pursuant to this Contract shall not exceed the total sum of seventy-five thousand dollars ($200,000.00).

In order to reduce the amount of attorneys' fees paid or due to Law Firm from any judgment, upon request of the Attorney General, Law Firm will seek to recover the State attorneys' fees from any defendant(s) pursuant to applicable statutes and legal doctrines in the event the State prevails in the litigation as described in Appendix A. In the event of a recovery by way of settlement or judgment, Law Firm shall prepare and submit to the State an itemized computation of the requested fees and costs and in a manner and form acceptable to the State in advance of any payment.

Law Firm will be reimbursed for expenses in the Action such as any filing fees, deposition costs, transcript costs, experts needed for the Action and any other expenses approved by the Attorney General.

EXHIBIT 3

Office of the Oklahoma Attorney General

CONTRACT FOR LEGAL SERVICES
CONTINGENCY-FEE BASED

This Contract (the "Contract") for Legal Services is entered into and made effective this 31st day of July, 2026, by and between the Office of the Attorney General ("Attorney General"), on behalf of the State of Oklahoma ("State"), and Whitten Burrage, LLP ("Law Firm").

WHEREAS, the Attorney General is the chief law officer of the State and is vested with the constitutional and statutory authority, obligation, and responsibility to represent the interests of the State and its instrumentalities and offices in any and all proceedings and matters;

WHEREAS, on review, the Attorney General determined that Law Firm's proposal provided the State is the most economical and most competent;

WHEREAS, Law Firm represents that it has the necessary expertise and experience to perform its obligations hereunder; and

WHEREAS, the Attorney General believes it to be in the best interest of the State and/or the people of the State that the Attorney General retain and hire the Law Firm to assist and supplement the Attorney General's efforts on behalf of the State relating to the matters described in Appendix A;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

SECTION I
DUTIES AND RESPONSIBILITIES OF LAW FIRM

1. Services. Law Firm shall provide services for the Attorney General as described in Appendix A. Law Firm will perform all services in a professional and workmanlike manner in accordance with applicable professional standards and shall re-perform at no cost any work not in compliance with this warranty brought to its attention within a reasonable time after the work is performed. The Attorney General may request the replacement of any individuals assigned to this Contract in the event the Attorney General is dissatisfied with the work product or working relationship.

2. Standard of Care. Law Firm shall discharge its duties under this Contract with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent professional acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims, and in accordance with the provisions of this Contract.

3. **Timely Performance of Services.** Law Firm shall provide timely updates for the Attorney General to participate in significant decisions regarding legal strategy. The Attorney General must be provided sufficient time to review drafts of all significant documents, including pleadings, motions, and briefs, that may be provided to third parties on the State's behalf. Law Firm shall seek and receive approval from the Attorney General for all significant documents, including pleadings, motions, and briefs before they are provided to third parties on the State's behalf.

4. **Consultation.** Law Firm shall consult with and keep the State fully informed as to the progress of all matters covered by the Contract, including regular status meetings as requested by the Attorney General. Law Firm shall consult and cooperate with, and shall be responsible directly to, the Attorney General and other officials as designated by the Attorney General on all matters of strategy and tactics. The duty of Law Firm shall be to advise, counsel, and recommend actions to the State through the Attorney General, the Office of the Attorney General, or the other officials designated by the Attorney General, and to carry out its directions to the best of its ability. Law Firm will not file suit, or make any offer, settlement, or compromise without the written consent of the Attorney General. Law Firm shall offer the Attorney General or his designee(s) the opportunity to review and revise court documents and briefs prior to filing same. Law Firm shall promptly furnish the Attorney General with copies of all correspondence and all court documents and briefs prepared in connection with the services rendered under the Contract and such additional documents as may be requested by the Attorney General. Law Firm shall make its entire work product prepared in connection with the services rendered under this Contract, and other parties' pleadings, discovery, correspondence, and other relevant documents and materials, available to the Attorney General in .pdf or other format acceptable to the Attorney General.

5. **Availability of Records & Audit.** Law Firm shall keep and maintain appropriate books and records reflecting the services performed and costs and expenses incurred, disbursements, charges, credits, underlying receipts and invoices, and other financial transaction documents in connection with its performance of the services for a period of five (5) years from the ending date of this Contract. All files and records created or maintained in Law Firm's representation of the State are property of the Attorney General, though Law Firm may retain a copy of the files and records as part of its client file. Upon reasonable notice, the Attorney General, the State Auditor & Inspector's Office, the State Purchasing Directors, or their representatives, shall be entitled to access any books, records, and other documents and items directly pertaining to charges to the State hereunder for purpose of audit and examination, at Law Firm's premises during normal business hours. Law Firm further agrees to provide appropriate access by the aforementioned parties to any sub-contractor's associated records. In the event any audit, litigation, or other action involving these pertinent records is started before the end of the five (5) year period, Law Firm agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later.

6. **Professional Conduct Certification.** Law Firm is aware of and certifies it will follow the Oklahoma Rules of Professional Conduct set forth in Appendix 3-A of Title 5 of the Oklahoma Statutes.

7. **License to Appear.** Law Firm, by signing this Contract, warrants that all attorneys involved in the representation are now, or are eligible to become, duly licensed before the judicial forum, court, board, or tribunal before which they will appear on behalf of the State.

SECTION II
DUTIES AND RESPONSIBILITIES OF THE ATTORNEY GENERAL

1. **Access to Records and Availability of Staff.** Unless otherwise prohibited by law, the Attorney General agrees to forward or cause to be forwarded records or information that may be necessary to perform any of Law Firm's duties pursuant to the provisions of this Contract. The Attorney General shall make its staff available during normal business hours to answer any questions or inquiries of Law Firm provided adequate notice is given of the time, content, and requested form of response.

2. **Compensation.** The Attorney General agrees to compensate Law Firm for the services contracted in accordance with the provisions of Appendix B of this Contract. No taxes will be billed to the Attorney General on fees and expenses incurred.

3. **Reimbursement of Expenses.** All out-of-pocket expenses, such as photocopies, telephone charges, on-line computer assisted legal research, and other appropriate items will be identified and charged to the State as they are incurred. No mark-up will be allowed on reimbursable charges. Law Firm may be reimbursed for travel expenses authorized by the Attorney General pursuant to the State Travel Reimbursement Act, 74 O.S.2021, §§ 500.1–500.37. Law Firm shall obtain prior approval from the Attorney General or its authorized staff person before incurring fees for investigative services and expert witness fees or before incurring any unusual or extraordinary expense, including but not limited to electronic deposition transcript costs, expedited deposition transcript costs, videotape deposition costs, real time deposition and court proceeding transcript costs, court reporter out-of-town travel expenses, court room technology costs, and travel costs related to sending more than one Law Firm representative to any witness interview, deposition, hearing, conference, or trial appearance.

4. **Settlement Authority.** Law Firm shall immediately communicate any settlement offer to the Attorney General. The Attorney General has exclusive authority to accept or reject any settlement offer received.

5. **Control of Litigation.** Law Firm agrees to the following conditions relating to the Attorney General's control over any litigation:

   A. The Attorney General shall retain complete control over the course and conduct of the case;

   B. The Attorney General or his designee shall be personally involved in oversight of the case;

   C. The Attorney General or his assistants as he may authorize shall retain veto power over any decision made by Law Firm related to the case;

D. The Attorney General has the right to communicate directly with any party in the case without having to confer first with Law Firm;

E. The Attorney General or his designee shall attend all settlement conferences; and

F. Decisions regarding settlement, as outlined in paragraph 4 directly above, shall be reserved exclusively to the discretion of the Attorney General.

SECTION III
TERM AND TERMINATION

1. <u>Term of Contract</u>. The Contract shall commence on the day it is executed by both parties and shall continue until terminated by the parties, or until the legal matter for which Law Firm is providing representation is concluded, whichever is earlier.

2. <u>Termination of Contract</u>. Either party may terminate this Contract at any time, with or without cause, upon written notice to the other, such termination being effective immediately upon receipt of notice, provided Law Firm's termination of the Contract shall not unduly prejudice the Attorney General. Upon any termination prior to any monetary recovery, Law Firm shall not be entitled to any payment from the Attorney General. Provided, as provided in Appendix B, Law Firm shall be reimbursed for all reasonable, actual, ordinary, and necessary direct non-labor costs incurred in fulfilling the terms of the Contract. Further, upon termination, Law Firm shall provide the Attorney General, upon request, with any and all records, including drafts, relating to the Law Firm's representation of the Attorney General. The Attorney General is free to terminate Law Firm's representation of the State at any time unless judicial approval is required for Law Firm to withdraw, in which event Law Firm agrees not to oppose such withdrawal. Upon completion of the matter to which this Contract applies, or the earlier termination of the representation, the attorney-client relationship will end unless Law Firm agrees to continue the representation on other matters. Law Firm shall have no continuing obligation to advise the State on any matter unless Law Firm otherwise agrees in writing.

SECTION IV
GENERAL PROVISIONS

1. <u>Independent Contractor</u>. Law Firm is an independent contractor and is not to be deemed an employee of the Attorney General. The Attorney General retains the right to exercise full control and supervision of the services and work to be provided under this Contract.

2. <u>Attorney-Client Relationship</u>. Execution of this Contract creates an attorney-client relationship between Law Firm and the Attorney General. All communications between the parties shall be deemed privileged, and all work product shall be protected from disclosure.

3. <u>Confidential Relationship</u>. All information furnished by the Attorney General to Law Firm hereunder, including their respective agents and employees, shall be treated as confidential ("Confidential Information") and shall not be disclosed to third parties except as required by law or authorized in writing. Any Confidential Information of the Attorney General may be used by Law Firm only in connection with the services performed pursuant to this Contract. Law Firm agrees to protect the confidentiality of any Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information. Access to the Confidential Information shall be restricted to those of Law Firm's personnel engaged under this Contract. All Confidential Information made available hereunder, including copies thereof, shall be returned upon completion of services or request by the Attorney General, whichever occurs first. Law Firm, subject to its obligations of confidentiality, may retain one copy of documents containing Confidential Information for archival purposes and to defend its work product. The restrictions set forth in this section shall not apply to information that is or becomes in the public domain through no fault of Law Firm, is independently developed by Law Firm, is provided to Law Firm by a third party who is not subject to a duty of confidentiality or is required to be disclosed pursuant to law or legal process.

4. <u>Conflicts of Interest</u>. Law Firm certifies and represents that it does not have any interest, direct or indirect and that it shall not acquire any such interest during its tenure that would conflict with the full and complete performance of this Contract ("Conflict of Interest"). Conflict of Interest includes but is not limited to any professional relationships, friendships, family, or social relationships past or present, with an individual or company, parent or subsidiary related to the services provided under this Contract. Furthermore, unless Law Firm has told the Attorney General otherwise, Law Firm does not now represent another client in the specific matter in which the State has retained Law Firm. It is possible that Law Firm currently represents, or in the future may be asked to represent, in some other matter unrelated to the specific matter in which the State has engaged Law Firm, some person or entity whose interests are actually or potentially adverse to the State's interests in this or other matters, including in negotiations, bankruptcy proceedings, or litigation. Law Firm agrees that it will not undertake any such representation if the subject of the other representation is directly adverse to the specific matter or interests in which Law Firm currently represents the State. Should Law Firm intend to engage in the representation of a client or interest that is adverse to the Attorney General, Law Firm agrees to immediately notify the Attorney General of its intention to engage in such representation. In its discretion, the Attorney General may object to Law Firm's representation of a client or interest that is adverse to the Attorney General, and such objection may be grounds for immediate termination of this Contract.

In the course of representing the State, and in order fully to satisfy Law Firm's professional obligations, Law Firm may from time to time need to consult with the lawyers in its firm responsible for advising the firm on ethical issues, including issues that may implicate the State's interests. The parties acknowledge and agree that, notwithstanding this potential for conflict in consideration of Law Firm's professional obligations, Law Firm is free to consult with its own internal counsel on such matters without the State's consent and that such consultations are privileged and confidential.

5. Inability to Perform. Law Firm agrees that if, because of death or any other occurrence beyond the control of Law Firm, it becomes impossible for any principal or principals, and in particular the principals assigned to this project, to render the services set forth in this Contract, neither Law Firm nor the surviving principals shall be relieved of their obligations to complete performance hereunder. Law Firm shall, with respect to any replacement principal proposed to be assigned to this matter, must timely consult with the Attorney General upon becoming aware of the possible need for replacement principal. The Attorney General's consent to the proposed replacement is required but may not be withheld unreasonably.

6. Outside Communications. The parties agree that neither Law Firm, nor any partner, associate, employee, or any other person assisting with the services to be performed under this Contract, shall publish any material, including on-line publications, or speak to or otherwise communicate with any representative of a television station, radio station, newspaper, magazine, website, or any other media outlet concerning the work outlined or contemplated by this Contract without first obtaining approval of the Attorney General, the Attorney General's Communications Director, or their designee.

Law Firm shall not state or imply in any manner, including in commercial advertising, that its services are endorsed by the Attorney General. The Attorney General may not be used as a reference for Law Firm without the Attorney General's prior approval.

7. Additional Counsel, Subcontracting, Key Personnel, Experts, and Consultants. Any retention of experts or consultants, subcontracting, or assignment of services and work covered by this Contract shall be subject to the terms and conditions of this Contract, which shall apply to, and bind the party or parties to whom such work is subcontracted or assigned as fully and completely as Law Firm is hereby bound and obligated, including obligations with respect to confidentiality, conflicts of interest, and outside communications. In furtherance of the services described in Appendix A, Law Firm may recommend to the State subcontractors, experts, consultants, or assignment of services and work as Law Firm believes necessary. Law Firm, with respect to any retention, assignment, or subcontracting of any of the services provided under this Contract and/or replacement of key personnel assigned to this matter (which shall include attorneys, paralegals, investigators, experts, and consultants) shall consult with and obtain the consent of the Attorney General. The hourly rates, fees, or other compensation to be paid to such subcontractors, consultants and/or experts shall be subject to the written approval of the Attorney General.

8. Notices. Any notice required to be given pursuant to the terms and provisions of this Contract shall be in writing, postage prepaid, and shall be sent by First Class Mail or by courier or electronic transmission with delivery confirmation, to the respective party as set forth below. The notice shall be effective on the date indicated on the postmark.

ATTORNEY GENERAL:

Bradley Clark, *General Counsel*
OKLAHOMA OFFICE OF THE ATTORNEY GENERAL
313 NE 21st Street
Oklahoma City, OK 73105
Bradley.Clark@oag.ok.gov
Contracts@oag.ok.gov

LAW FIRM:

Reggie Whitten, Senior Managing Partner
Michael Burrage, Managing Partner
WHITTEN BURRAGE
512 North Broadway Avenue, Ste 300
Oklahoma City, OK 73102
rwhitten@whittenburragelaw.com
mburrage@whittenburragelaw.com

9. Material Changes. Law Firm shall immediately notify the Attorney General of any of the following changes, and obtain the Attorney General's approval to the extent approval is required, if: (a) Law Firm becomes aware that any of the representations, warranties and covenants set forth herein cease to be materially true at any time during the term of this Contract; (b) there is any material change in Law Firm's personnel assigned to perform services under this Contract; or (c) Law Firm becomes aware of any other material change in its business organization, including, but not limited to the filing of bankruptcy relief or other legal suits or actions.

10. Indemnification. Law Firm shall indemnify and hold harmless the Attorney General, the State, its employees and agents, from and against any and all claims, damages, losses, liabilities, suits, costs, charges, expenses (including, but not limited to reasonable attorney fees and court costs), judgments, fines, and penalties, of any nature whatsoever, to the extent attributable to any bad faith, negligence, willful misconduct, improper or unethical practice, infringement of intellectual property rights, breach of trust, breach of confidentiality, breach of contract, or violation of any duty or requirement by Law Firm acting in connection with this Contract. This indemnification shall survive any termination or expiration of this Contract.

11. Maintaining Insurance. For the duration of this Contract, Law Firm shall provide and maintain, at its own expense, professional liability insurance covering all negligent acts, errors and omissions as well as insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work under this Contract, including general liability coverage, automobile liability coverage, and worker's compensation insurance. The Law Firm's professional liability insurance is intended to indemnify, subject to certain terms, exclusions and limitations, the Law Firm in respect of any claim made by its clients by reason of alleged Law Firm act, error or omission, breach of contract for professional services, breach of duty, libel or slander in connection with the representation of its clients, and related causes of action in connection with its representation of its clients. The Law Firm and its partners are also bound by the applicable rules of professional conduct and other legal, regulatory, and professional obligations. Proof of the Law Firm's insurance shall be provided upon request to the Attorney General.

12. Material Breach. Nothing in this Contract shall be construed to limit either party's remedies at law or in equity in the event of a material breach of this Contract.

13. Performance Suspension. Performance may be suspended by either party for any of the following: a presidentially or gubernatorially declared emergency or disaster; inability to obtain fuel, power, labor, or transportation; national defense requirements; war, riots, fire, explosion, strike, injunction, or accident; or any cause beyond the control of such party, which prevents the performance of such party. An alleged breach of this Contract by Law Firm shall be grounds for immediate suspension of this Contract.

14. Dispute Resolution. The Attorney General and Law Firm agree that their authorized representatives will timely meet and negotiate in good faith to resolve any problems or disputes that may arise in performance of the terms and provisions of this Contract.

15. Assignment. This Contract and any of the rights, duties or obligations of the parties hereunder shall not be assigned, transferred, or delegated by Law Firm without the express written consent and approval of the State. Any attempted assignment, transfer, or delegation thereof without such consent shall be void.

16. Entire Agreement. This Contract, together with addenda and appendices, constitutes the entire agreement between the parties hereto relating to the rights granted and the obligations assumed by the parties hereunder. No agent, representative, employee, or officer of either the Attorney General or the Law Firm has authority to make, or has made, any statement, agreement, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to, or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alternations, changes, or waives to the Contract or any of its terms shall be valid or binding unless the Contract is amended as described in paragraphs 17-18 below.

17. Modification or Changes. The Attorney General, with approval of Law Firm, may make modifications to this Contract at any time during the term of this Contract or any renewals or extensions thereof. Changes in the statement of work within the general scope of work and changes which do not increase the total reimbursement to Law Firm under this Contract may be accomplished by a letter of mutual consent signed by the Attorney General and Law Firm. A change in the scope of work or an increase in the total reimbursement under this Contract must be incorporated into a formal written amendment to the Contract, signed by the Attorney General and the Law Firm, and executed in the same manner as this original Contract and in accordance with applicable law.

18. <u>Amendment</u>. This Contract and the tasks and scope of the engagement may be amended at any time during the term of the Contract by mutual written consent of the parties hereto.

19. <u>Headings</u>. Titles of parts or sections of this Contract are inserted for convenience only and shall be disregarded in construing or interpreting its provisions.

20. <u>Governing Law and Venue</u>. This Contract shall be construed and enforced in accordance with the laws of the State of Oklahoma, without regard to conflict of law principles. Should either party initiate a lawsuit or other dispute resolution proceeding over any matter relating to or arising out of this Contract, such lawsuit or other proceeding shall be filed and conducted in Oklahoma County, State of Oklahoma.

21. <u>Severability</u>. If any provision of this Contract or any portion thereof, or the application of any such provision or portion thereof, shall be held invalid, illegal, void or unenforceable in any respect by a court of competent jurisdiction or administrative authority, such invalidity, illegality, or unenforceability shall not affect any other provision hereof or the remaining portion thereof, and the validity of the entire Contract as a whole shall not be affected thereby.

22. <u>Non-collusion</u>. Pursuant to 74 O.S. § 85.22, Law Firm certifies the following:

A. The undersigned representative of the Law Firm is the duly authorized agent of the Law Firm, for the purpose of certifying the facts pertaining to the existence of collusion among and between Law Firm and the Attorney General, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in connection with this Contract;

B. The undersigned representative of the Law Firm is fully aware of the facts and circumstances surrounding the acquisition or making of the bid to which this statement relates and has been personally and directly involved in the events leading the Contract; and

C. Neither the Law Firm nor the undersigned representative of the Law Firm has been a party:

1. to any collusion among bidders or suppliers in restraint of freedom of competition by agreement to bid or contract at a fixed price or to refrain from bidding or contracting,
2. to any collusion with any state official or employee as to quantity, quality, or price in this Contract, or as to any other terms of this Contract,
3. to any discussions between bidders or suppliers and any state official concerning exchange of money or other thing of value for special consideration in connection with this Contract.

D. Neither the Law Firm nor the undersigned representative of the Law Firm has paid, given, or donated or agreed to pay, give, or donate to any officer or employee of this state any money or other thing of value, either directly or indirectly, in procuring this Contract.

23. Certification Required by 25 O.S. § 1313 (E-Verify). Law Firm certifies that it and all proposed subcontractors, whether known or unknown at the time of this contract is executed or awarded, are in compliance with 25 O.S.2021, § 1313, and participate in the Status Verification System. The Status Verification System is defined in 25 O.S.2021, § 1312 and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at www.e-verify.gov.

24. Certification Required by 74 O.S. § 85.42(B). The parties to this Contract certify that no person who has been involved in any manner in the development of this Contract while employed by the State of Oklahoma will be employed to fulfill any of the services provided for under this Contract.

25. Certification Required by 74 O.S. § 582. By executing this Contract, Law Firm certifies that it does not boycott goods or services from Israel and will not boycott Israel during the term of this Contract.

26. Certification Required by 74 O.S. § 12005. By executing this Contract, Law Firm certifies that it does not boycott energy companies and will not boycott energy companies during the term of this Contract.

27. Certification required under 21 O.S. Supp. 2025, § 1289.31. By executing this Contract, Recipient certifies that he does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade associated during the term of the Contract.

28. Certification required under 74 O.S. Supp. 2025, § 85.42(B). By executing this Contract, the undersigned certifies no known officer or employee of the Attorney General who has any direct or indirect financial, pecuniary, or other personal interest in the contract has been involved in any manner in the development, approval or negotiation of the contract through influence, decision, recommendation or otherwise.

28. Execution in Counterparts. This Contract may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.

[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Attorney General and Law Firm have read and understand the foregoing terms of this Contract and do by their signatures below hereby agree to its terms.

ATTORNEY GENERAL:

Signature

Aug 4, 2026
Date

Gentner Drummond
Printed Name

Attorney General
Title

LAW FIRM:

Reggie Whitten
Signature

8-4-26
Date

Reggie Whitten
Printed Name

Partner
Title

APPENDIX "A"

DESCRIPTION OF LEGAL SERVICES
TO BE PROVIDED BY LAW FIRM

The Law Firm shall assist the Attorney General in the Investigation and litigation into State Farm's Insurance Company's Storm Claims Handling Practices Defrauding Oklahoman Insureds. Specifically, the Law Firms shall;

1. Investigation planning and evidence assessment. Develop a prioritized investigative plan; identify factual gaps; organize existing evidence; and recommend the sequence of records requests, witness examinations, data analysis, expert work, and third-party discovery.

2. Civil investigative demands and compulsory process. Draft targeted demands for documents, interrogatory responses, testimony, and other evidence; assist in negotiating compliance; evaluate objections and privilege claims; and support enforcement proceedings. Where the statutory predicates are satisfied, this work may include civil investigative demands authorized by Oklahoma Statutes.

3. Witness and corporate discovery. Identify and prepare examinations of current and former State Farm personnel, affiliated-company personnel, adjusters, reviewers, vendors, engineers, inspectors, and other participants with knowledge of the relevant practices.

4. Claims-data and damages analysis. Work with the Office and approved experts to identify affected claims, test recurring patterns, quantify consumer harm and unjust gains, and develop defensible methodologies for restitution, disgorgement, penalties, and other relief.

5. Pleadings, motion practice, and trial preparation. Draft and revise pleadings, discovery, motions, briefs, expert materials, demonstratives, and trial examinations; preserve a clear evidentiary record; and prosecute authorized claims in the forum selected by the Attorney General.

6. Resolution and consumer relief. Evaluate settlement proposals, structure potential restitution and injunctive terms, and provide recommendations to the Attorney General, while recognizing that the Attorney General retains exclusive authority over settlement and the course of the litigation

APPENDIX "B"

COMPENSATION AND REIMBURSEMENT FOR SERVICES

1. The State has determined that hiring private counsel on a contingency fee basis is in the best interests of the State to ensure adequate resources and expertise in the subject matter are available to prosecute any cases or claims falling within the provisions of Appendix A. The State has also determined that Law Firm is on the list of private attorneys under 74 O.S.2021, § 20i and that Law Firm has met the requirements for being retained as private counsel under section 20i. Law Firm shall be paid a contingency fee based on recovery obtained by the State through settlement or judgment from any action or matter contemplated by this contract. Pursuant to 74 O.S.Supp.2022, § 20i(D), the contingency fee shall not exceed as follows:

Recovery	Percentage
Less than $10,000,000.00	20%
$10,000,000.01-$15,000,000.00	Plus 16% of any amount in this range
$15,000,000.01-$20,000,000.00	Plus 12% of any amount in this range
$20,000,000.01-$25,000,000.00	Plus 8% of any amount in this range
$25,000,000.01 or more	Plus 4% of any amount in this range

Notwithstanding the above recovery fee schedule, the total contingency fee payable shall not exceed $50,000,000.00, excluding any costs and expenses provided by the contract and actually incurred by Law Firm, and regardless of the number of actions or proceedings or number of retained attorneys involved.

2. Law Firm agrees to limit its requests for reimbursement of any expenses incurred in travel in accordance with the provisions of the State Travel Reimbursement Act, 74 O.S.2021, § 500.1 *et seq*.

3. In order to reduce the amount of attorneys' fees due to Law Firm from any judgment, Law Firm will seek to recover the State attorneys' fees from any defendant(s) pursuant to applicable statutes and legal doctrines in the event the State prevails in the litigation as described in Appendix A. If the State receives such an award of fees from the defendant(s), any amount awarded shall be deducted from any fees otherwise due to Law Firm under paragraph 1 of this Appendix.

4. Law Firm shall receive no compensation or cost reimbursement if there is no recovery. Nor shall Law Firm receive additional compensation for any legal action taken or other services rendered to accomplish the collection of any recovery. The Attorney General, in his sole discretion, may agree to settlement of the Litigation that provides only for non-monetary relief. If such a settlement is obtained, the Attorney General agrees to make reasonable efforts to recover an award of attorneys' fees and costs but is in no way obligated to condition settlement

upon payment of costs, fees, or any other monetary recovery. The Attorney General shall have sole discretion as to the amount of fees sought and his decision in that regard will be final.

The State and Law Firm will make reasonable efforts to petition the court where the litigation is pending for an order requiring that Law Firm's costs, including non-labor, experts, consultants, and other reimbursable costs, be paid by the defendant(s). Should such an order not be issued, Law Firm's costs shall be reimbursed from the recovery obtained by the State.

If no settlement or award is obtained, whether it be due to dismissal at the direction of the State, a settlement based on non-monetary relief or an adverse result at trial, Law Firm will not be entitled to reimbursement for costs of any kind, except in accordance with this Appendix. In no event shall the State be responsible to advance any of the costs or expenses of the Litigation.

5. Law Firm shall advance, and subject to the limitations of this Appendix, shall be reimbursed for all reasonable, actual, ordinary, and necessary direct non-labor costs incurred in fulfilling the terms of the Contract. Non-labor costs include, but are not limited to, costs associated with photocopies, telephone charges, on-line computer assisted legal research, courier delivery services, facsimiles, mileage, transportation costs, court filing fees, service of process fees, deposition costs, and witness fees. No mark-up will be allowed for non-labor costs. Law Firm shall retain, and upon the request of the Attorney General provide, all necessary documentation to support all non-labor costs incurred pursuant to the performance of the Contract.

6. Reimbursement of costs and expenses of another law firm retained by Law Firm shall be the responsibility of Law Firm and not the State. Law Firm agrees to indemnify, defend, and hold harmless the State against any claim for reimbursement of costs or expenses asserted by other law firm(s) retained by Law Firm.

7. The State shall not be liable to reimburse Law Firm for any costs or expenses advanced or incurred by Law Firm in fulfilling the terms of the Contract unless there is a recovery as described in this Appendix from which such reimbursement may be made or in the event the Attorney General recovers expenses and/or costs as part of any non-monetary relief as described in this Appendix. The State shall not be responsible to advance any of the costs or expenses of the Litigation.

8. In the event of a recovery by way of settlement or judgment, Law Firm shall prepare and submit to the State an itemized computation of the requested fees and costs and in a manner and form acceptable to the State in advance of any payment.