



IN THE DISTRICT COURT OF CLEVELAND COUNTY
STATE OF OKLAHOMA

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

Plaintiff,

v.

STATE FARM FIRE AND CASUALTY
COMPANY,

Defendant.

STATE OF OKLAHOMA } S.S.
CLEVELAND COUNTY }

FILED

OCT 16 2026

Case No. CJ-2026-1066

Hon. Jeff Virgin

In the office of the
Court Clerk MARILYN WILLIAMS

PLAINTIFF STATE OF OKLAHOMA'S RESPONSE IN OPPOSITION TO
DEFENDANT STATE FARM FIRE AND CASUALTY COMPANY'S MOTION TO
DISQUALIFY WHITTEN BURRAGE AS COUNSEL FOR PLAINTIFF

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- Exhibit 1** **Letter from Glen Mulready, *Okla. Ins. Comm'r*, to Gentner Drummond, *Okla. Att’y Gen.*** (Jan. 29, 2026) (also filed as Pl.’s Resp. to Def.’s Mot. to Dismiss Ex. 2 (Aug. 20, 2026))
- Exhibit 2** **Contract for Legal Services, Contingency-Fee Based, between the Office of the Attorney General and Whitten Burrage, LLP** (effective July 31, 2026; executed Aug. 4, 2026) (also filed as Mot. Ex. 3 at 17–30)
- Exhibit 3** **Declaration of Gentner Drummond, *Attorney General of Oklahoma*,**
in Support of the State’s Response
- Exhibit 4** **Declaration of Cameron R. Capps, *Deputy Attorney General*,**
Office of the Oklahoma Attorney General, in Support of the State’s Response
- Exhibit 5** **Declaration of Reggie Whitten**
in Support of the State’s Response
- Exhibit 6** **Declaration of Michael Burrage**
in Support of the State’s Response

I. INTRODUCTION

On June 23, 2026, the Oklahoma Supreme Court pointed to where the State's claims could proceed: "The proper recourse could be for the Attorney General to bring his claims in a separate, independent lawsuit." *State Farm Fire & Cas. Co. v. Palumbo*, 2026 OK 51, ¶ 7, 593 P.3d 104, 105. The Court added "[m]aintaining these as distinct proceedings ensures that the State's broad interests are addressed in the correct forum while preserving the integrity of this private litigation." *Id.* On June 24, 2026, the Attorney General filed this action in the State's name. This is the separate, independent proceeding *Palumbo* contemplated.

State Farm now asks the Court to decide which lawyers the State may use in it. The Motion does not claim Whitten Burrage holds State Farm's confidential information or that it ever represented State Farm, and it identifies no step the firm has taken in this case without the Attorney General's authorization. It argues instead (a) the State's contingency-fee counsel are structurally suspect because the firm also represents individual policyholders against State Farm, and (b) the engagement contract is void because it was not publicly posted. Neither theory meets Oklahoma's standard. Disqualification is "such a drastic measure that it should be invoked if, and only if, the Court is satisfied that real harm is likely to result." *Arkansas Valley State Bank v. Phillips*, 2007 OK 78, ¶ 13, 171 P.3d 899, 905.

The engagement contract reserves every decision that matters to the Attorney General. He retains "complete control over the course and conduct of the case," a veto over "any decision made by Law Firm," exclusive authority over settlement, and the right to end the engagement at any time without owing any fee. Exhibit 2 (Contract) §§ II.4, II.5, III.2. The appellate decisions on which both sides rely generally uphold arrangements of this kind when the government keeps control. Rule 1.7 protects clients, not their adversaries, and State Farm is not the firm's client. And nothing in 74 O.S. § 20i makes an unposted contract void, much less gives an opposing party a

remedy for the State's recordkeeping. The Motion should be denied.

II. STATEMENT OF FACTS

In *Palumbo*, the Supreme Court issued a writ of prohibition barring the Attorney General's intervention in a private bad-faith action because his claims would "impermissibly broaden the scope of this civil contract dispute." 2026 OK 51, ¶¶ 6, 8, 593 P.3d at 105. The Court did not address the merits of the State's claims or who could prosecute them on behalf of the State. It said the Attorney General could bring them separately, noted "the Attorney General admits his intent to file such an action," and stated State Farm "could fully litigate its remaining arguments at that time before the district court." *Id.* ¶ 7. The Attorney General filed this action the following day.

The Petition asserts four claims: violations of the Oklahoma Consumer Protection Act, violations of the Oklahoma Racketeer-Influenced and Corrupt Organizations Act ("ORICO"), civil conspiracy, and unjust enrichment. Pet. ¶¶ 56–80. The Attorney General brings the action "in his official capacity to enforce public rights," *id.* ¶ 8, "on behalf of the general public and the State of Oklahoma itself, not on behalf of any individual insured, group of insureds, or putative class of private claimants," *id.* ¶ 54. The Petition alleges that State Farm implemented an internal program "commonly referred to as the 'Hail Focus Initiative' to drastically reduce aggregate roof indemnity payments in Oklahoma." *Id.* ¶ 1; *see id.* ¶¶ 17–26. The remedies it seeks—"injunctive relief to dismantle the scheme, civil penalties to deter future violations, disgorgement of ill-gotten gains, and ancillary restitution"—"are systemic in nature and turn on State Farm's uniform corporate conduct, not on individualized claim-by-claim factual determinations." *Id.* ¶ 55; *see id.* ¶ 3; *id.* at 20–21 (Prayer for Relief). Before this action was filed, the Insurance Commissioner had asked the Attorney General, "as Oklahoma's chief legal officer, [to] partner with my office to continue your investigation, intervention and prosecution in *Hursh v. State Farm*." Exhibit 1 (Letter from Glen Mulready, Okla. Ins. Comm'r, to Gentner Drummond (Jan. 29, 2026)); *see also* Pl.'s Resp. to

Def.'s Mot. to Dismiss (Aug. 20, 2026) at Ex. 2.

The Office of the Attorney General and Whitten Burrage entered a "Contract for Legal Services, Contingency-Fee Based," effective July 31, 2026, and signed by Attorney General Drummond and Reggie Whitten on August 4, 2026 (the "Contract"). Exhibit 2; *see also* State Farm's Mot. Ex. 3 at 17–30; Exhibit 3 (Drummond Decl.) ¶ 4; Exhibit 4 (Capps Decl.) ¶ 5; Exhibit 5 (Whitten Decl.) ¶ 2. State Farm's Exhibit 3 also includes separate agreements for the Insurance Commissioner rate proceeding (Mot. Ex. 3 at 1–16) but the operative agreement for this action is the contingency-fee Contract effective July 31, 2026. Its recitals state that the Attorney General retained the firm "to assist and supplement the Attorney General's efforts on behalf of the State," after determining that the firm's proposal was "the most economical and most competent." Exhibit 2 (Contract) at 1. Its operative terms, which track the provisions the Legislature requires in every state contingency-fee contract, 74 O.S. § 20i(F), provide, among other things:

- the Attorney General "shall retain complete control over the course and conduct of the case"; he or his designee "shall be personally involved in oversight of the case"; and he "shall retain veto power over any decision made by Law Firm related to the case" (§ II.5(A)–(C));
- the Attorney General "has exclusive authority to accept or reject any settlement offer," his designee "shall attend all settlement conferences," and settlement decisions are "reserved exclusively to the discretion of the Attorney General" (§§ II.4, II.5(E)–(F));
- the firm "will not file suit, or make any offer, settlement, or compromise without the written consent of the Attorney General," must "seek and receive approval from the Attorney General for all significant documents," and is "responsible directly to" the Attorney General "on all matters of strategy and tactics" (§§ I.3, I.4);
- the Attorney General "in his sole discretion, may agree to settlement of the

Litigation that provides only for non-monetary relief,” and the firm then receives no fee from the State; the Attorney General agrees only to make reasonable efforts to recover fees and costs from the defendant, is “in no way obligated to condition settlement” on them, and has “sole discretion as to the amount of fees sought” (App. B ¶ 4);

- the Attorney General may terminate “at any time, with or without cause,” and “[u]pon any termination prior to any monetary recovery, Law Firm shall not be entitled to any payment” (§ III.2), and costs are reimbursable only from a recovery (App. B ¶¶ 4, 7); and

- information the Attorney General furnishes “may be used by Law Firm only in connection with the services performed pursuant to this Contract,” with access “restricted to those of Law Firm’s personnel engaged under this Contract” (§ IV.3).

The fee is capped at 20% of the first \$10 million recovered, declining in steps to 4%, with a total cap of \$50 million; any fee award against a defendant is credited against the fee; and “[i]n no event shall the State be responsible to advance any of the costs or expenses of the Litigation.” Exhibit 2 (Contract) App. B ¶¶ 1, 3, 4. Those percentages are below each 74 O.S. § 20i(D) tier .

Whitten Burrage entered its appearance on August 5, 2026, the day after the Contract was executed. Mot. at 12; Exhibit 4 (Capps Decl.) ¶ 5. State Farm filed its Motion on September 18, 2026. The Motion does not allege any Whitten Burrage lawyer has State Farm’s privileged or confidential information; it identifies no act in this case the Attorney General did not authorize.

III. LEGAL STANDARD

A litigant “has a fundamental right to employ and be heard by counsel of his or her own choosing.” *Phillips*, 2007 OK 78, ¶ 12, 171 P.3d at 904. “Legal practitioners are not interchangeable commodities.” *Id.* A party’s choice may be set aside only “where honoring the litigant’s choice would threaten the integrity of the judicial process,” and motions to disqualify “are not to be used as procedural weapons.” *Id.* ¶ 13, 171 P.3d at 905; *see also id.* ¶ 13 n.29 (quoting

the Scope of the Oklahoma Rules of Professional Conduct: “the purpose of the Rules can be subverted when they are invoked by opposing parties as procedural weapons”).

The test is “whether real harm to the integrity of the judicial process is likely to result if counsel is not disqualified,” and “[t]he burden rests with the moving party to establish the likelihood of such harm by a preponderance of the evidence.” *Id.* ¶ 23, 171 P.3d at 910–11. “This is a high standard to meet.” *Bd. of Cnty. Comm’rs of Harmon Cnty. v. Ass’n of Cnty. Comm’rs of Okla. Self-Insured Grp.*, 2021 OK 15, ¶ 9, 485 P.3d 234, 237. The appearance of impropriety is not enough; Supreme Court has expressly rejected a rule that “any doubt” be resolved in favor of disqualification because it “would create too great a potential for abusive motions to disqualify counsel, employed as procedural weapons.” *Phillips*, 2007 OK 78, ¶¶ 21–22, 171 P.3d at 910.

IV. ARGUMENT

A. The Attorney General Chose His Counsel for a Suit the Supreme Court Directed Him to Bring Separately.

The Attorney General is the State’s chief law officer. By statute he may “initiate or appear in any action in which the interests of the state or the people of the state are at issue.” 74 O.S. § 18b(A)(3). And a state officer holds, in addition to express powers, those “necessary for the due and efficient exercise of the powers expressly granted.” *Cherokee Nation v. U.S. Dep’t of the Interior*, 2025 OK 4, ¶ 34, 564 P.3d 58, 70 (citation omitted). The Supreme Court has also reaffirmed that a public litigant’s right to counsel “ordinarily should include the right to make a choice ... of attorneys whose views are consonant with one’s own.” *Id.* ¶ 49, 564 P.3d at 73 (citation omitted). *Cherokee Nation* also holds that the Attorney General’s control of state litigation yields where the Constitution or the Legislature vests it elsewhere—there, in the Governor, a named defendant who had retained his own counsel. *Id.* ¶¶ 32, 36–37, 564 P.3d at 69–71. Nothing of the kind is present here: no other officer claims this case, and the Attorney General filed it and directs

it. Choosing who will assist in the State's own lawsuit is part of that authority—subject, of course, to § 20i's regulatory requirements. Oklahoma Attorneys General have done so before. In *State ex rel. Derryberry v. Kerr-McGee Corp.*, the Attorney General had “engaged private counsel as the State's Attorney,” and the settlement the Supreme Court upheld was signed by the Attorney General and the State's “Special Counsel.” 1973 OK 132, ¶ 5, 516 P.2d 813, 815; *id.* at 820.

The Motion's lead theme—retaining Whitten Burrage “flip[s] the order of operations to do here what the Supreme Court previously denied” in *Palumbo* (Mot. at 9–10)—misreads that decision. *Palumbo* held that the Attorney General's claims could not be added by intervention to a private contract case because they would expand it. 2026 OK 51, ¶¶ 6–8, 593 P.3d at 105. It said nothing about who may represent the State in a separate action. To the contrary, it said that “[t]he proper recourse could be” a separate, independent lawsuit. *Id.* ¶ 7. The concurrence the Motion quotes is to the same effect: it recognized that the Attorney General may appear “only when a state or collective interest is implicated in the litigation,” and it objected to intervention because the private suit involved “purely private litigants.” *Id.* ¶¶ 4–5, 593 P.3d at 107 (Winchester, J., concurring in result). “This is not an action by which the State assumes the cause of one private citizen against another; it is an action by which the State enforces its own laws, in its own name, to redress harms to the public at large.” Pet. ¶ 9. *Palumbo* left State Farm free to “fully litigate its remaining arguments” here (*id.* ¶ 7); the Attorney General does not suggest otherwise. Those arguments go to the merits; they are not a reason to strip it of its chosen counsel.

B. Due Process Does Not Bar the Attorney General from Engaging Contingency-Fee Counsel Who Remain Under His Control.

Young and Marshall do not support disqualification. The Motion's constitutional argument rests on *Young v. United States ex rel. Vuitton et Fils S.A.*, 481 U.S. 787 (1987). *Young* reversed criminal contempt convictions obtained by private lawyers whom the district court had

appointed to prosecute violations of an injunction entered for their client. The Court was explicit about its basis: “We now reverse, exercising our supervisory power.” *Id.* at 790; *see id.* at 802 (“we hold, in the exercise of our supervisory power, that the court erred”). The “categorical rule” the Motion quotes (Mot. at 5) appears in Part III-B of Justice Brennan’s opinion, which only four Justices joined. 481 U.S. at 789, 814. And even in the criminal-contempt setting, the Court distinguished assistance from control: the private party’s lawyers’ “familiarity may be put to use in assisting a disinterested prosecutor in pursuing the contempt action, but cannot justify permitting counsel for the private party to be in control of the prosecution.” *Id.* at 806 n.17. Just so, the Attorney General prosecutes; the firm assists under his direction. Exhibit 2 (Contract), recitals & §§ I.3–I.4, II.5; App. A (“The Law Firm shall assist the Attorney General ...”).

The Motion’s reliance on *Young*’s discussion of other clients (Mot. at 7, citing 481 U.S. at 803–05) fares no better. That discussion concerned private attorneys who were themselves “appointed to prosecute a criminal contempt” and therefore held the prosecutor’s discretion—including whether a person would be “selected as a target of investigation,” “offered a plea bargain,” or “offered immunity.” 481 U.S. at 804, 805–06. The Court’s concern was that such a prosecutor, owing loyalty to a private client, “may be tempted to bring a tenuously supported prosecution” or “to abandon a meritorious prosecution.” *Id.* at 805. Here, the decisions that correspond to that discretion—whether to sue, what relief to seek, whether to settle, and whether to continue—belong to the Attorney General. Exhibit 2 (Contract) §§ I.4, II.4, II.5. Whitten Burrage does not occupy the prosecutor’s chair; it advises the officer who does.

Marshall v. Jerrico, Inc., 446 U.S. 238 (1980), cuts against the Motion. There, the Court rejected a due process challenge to a civil-penalty scheme that returned penalties to the enforcing agency, holding “[t]he rigid requirements of *Tumey* and *Ward*, designed for officials performing

judicial or quasi-judicial functions, are not applicable to those acting in a prosecutorial or plaintiff-like capacity.” *Id.* at 248. “Prosecutors need not be entirely ‘neutral and detached,’” and “[i]n an adversary system, they are necessarily permitted to be zealous in their enforcement of the law.” *Id.* The Court drew that distinction from *Tumey* itself, *id.* at 248–49, which recognized a legislature may reward those who initiate prosecutions and “may offer rewards or a percentage of the recovery to informers.” *Tumey v. Ohio*, 273 U.S. 510, 535 (1927). The sentence the Motion quotes—that a personal interest “may ... in some contexts raise serious constitutional questions”—is followed by the Court’s statement that “we need not say with precision what limits there may be on a financial or personal interest of one who performs a prosecutorial function,” because “here the influence alleged to impose bias is exceptionally remote.” *Marshall*, 446 U.S. at 249–50. *Marshall* thus does not hold that contingency-fee assistance violates due process, and the courts that have since addressed the question have held that it does not where the government retains control.

Applying these decisions, the first federal court of appeals to decide the question held a prosecutor’s retention of contingency-fee counsel to pursue civil penalties does not violate due process. *Am. Bankers Mgmt. Co. v. Heryford*, 885 F.3d 629, 631, 633, 638 (9th Cir. 2018) (*Young* “was grounded in the Court’s ‘supervisory power,’ not due process.”)¹

Courts generally uphold engagements when the government retains control. State courts of last resort have consistently reached the same result, and each has identified the same safeguard: government control of the litigation. The Rhode Island Supreme Court held that “there is nothing unconstitutional or illegal or inappropriate in a contractual relationship whereby the Attorney General hires outside attorneys on a contingent fee basis to assist in the litigation of

¹ A federal district court in Indiana reached the same conclusion as to an arrangement that goes further than this one—private attorneys prosecuting civil forfeitures themselves on a contingency basis—while treating those proceedings as “quasi-criminal.” *Sparger-Withers v. Taylor*, No. 1:21-cv-2824, 2024 WL 473719, at *1, *7 (S.D. Ind. Feb. 7, 2024), *appeal docketed*, No. 24-1367 (7th Cir. Mar. 11, 2024) (last verified Oct. 15, 2026).

certain non-criminal matters,” provided the Attorney General “retains absolute and total control over all critical decision-making.” *State v. Lead Indus. Ass’n*, 951 A.2d 428, 475 (R.I. 2008). It identified three minimum contract terms: the Attorney General retains “complete control over the course and conduct of the case,” “a veto power over any decisions made by outside counsel,” and personal involvement of a senior member of the office. *Id.* at 477.

The California Supreme Court adopted those terms and added two: settlement decisions “reserved exclusively to the discretion of the public entity’s own attorneys,” and a provision that a defendant may contact the lead government attorneys directly. *Cnty. of Santa Clara v. Superior Court*, 50 Cal. 4th 35, 63–64 (2010). It held that heightened neutrality principles “do not categorically bar the retention of contingent-fee counsel to assist public entities in the prosecution of public-nuisance abatement actions,” so long as “neutral government attorneys ... retain and exercise the requisite control and supervision.” *Id.* at 61–62. The Motion relies on *People ex rel. Clancy v. Superior Court*, 39 Cal. 3d 740 (1985). Mot. at 4–6. But *Santa Clara* explained that *Clancy*’s analysis “was unnecessarily broad” and confined its absolute prohibition to actions implicating interests akin to those in a criminal prosecution—in *Clancy*, a city’s effort to shut down an ongoing bookstore that implicated free-speech rights and “carried the threat of criminal liability.” 50 Cal. 4th at 52–54. The absolute prohibition was “unwarranted” in a civil public-nuisance action against corporate defendants “with access to abundant monetary and legal resources.” *Id.* at 56. This, too, is a civil action against a corporate defendant on civil statutory and common-law claims, *see* Pet. ¶¶ 56–80, and the State’s criminal authority is not delegated to anyone. Nor does this action threaten “the continued operation of an existing business.” *Santa Clara*, 50 Cal. 4th at 56; *see id.* at 58. The injunctive relief the Petition seeks is directed at a claims-handling program—the Hail Focus Initiative—and at the practices it describes, not at State Farm’s

ability to write or adjust homeowners policies in Oklahoma. Pet. ¶¶ 3(c), 55; *id.* at 20 (Prayer ¶ b). The State does not seek dissolution of State Farm or revocation of its license or certificate of authority to do business in Oklahoma. Exhibit 3 (Drummond Decl.) ¶ 10.

Santa Clara also declined the argument the Motion makes here—that expert private counsel will inevitably take over—refusing “to assume that private counsel intentionally or negligently will violate the terms of their retention agreements.” *Id.* at 62.

Other courts agree. *Philip Morris Inc. v. Glendening*, 349 Md. 660, 686–88, 709 A.2d 1230, 1243–44 (1998) (contingency contract did not violate due process where Attorney General retained “final, sole and unreviewable” authority; distinguishing *Clancy* in part on that ground); *State v. Hagerty*, 1998 ND 122, ¶¶ 28–30, 580 N.W.2d 139, 147–48 (Attorney General may employ special assistants on contingency “unless such agreements are specifically prohibited by statute”; vacating order barring them); *State v. Actavis Pharma, Inc.*, 170 N.H. 211, 218–19, 167 A.3d 1277, 1284–85 (2017) (no due process violation where Attorney General retained control; *Young and Marshall* “not pertinent”); *Merck Sharp & Dohme Corp. v. Conway*, 861 F. Supp. 2d 802, 815 (E.D. Ky. 2012) (“the fundamental inquiry in this case concerns the issue of control over the litigation”; denying injunction where contract reserved to the Attorney General authority to “direct the litigation in all respects”).

This Contract reserves every critical decision to the Attorney General. The Contract contains the control safeguards the aforementioned courts required, most in nearly their exact words: complete control over the course and conduct of the case (§ II.5(A)); personal involvement of the Attorney General or his designee (§ II.5(B)); veto power over any decision by the firm (§ II.5(C)); attendance at all settlement conferences (§ II.5(E)); and settlement reserved exclusively to the Attorney General (§§ II.4, II.5(F); App. A ¶ 6). *See Lead Indus.*, 951 A.2d at 477; *Santa*

Clara, 50 Cal. 4th at 63–64. The Legislature requires the same terms in every state contingency-fee contract. 74 O.S. § 20i(F). Section 20i(F)(4) also provides that “[a]ny defendant in the case may contact the lead government attorneys directly, without having to confer with outside counsel.” The Contract’s counterpart gives the Attorney General the right to communicate directly with any party (§ II.5(D)). To remove any doubt, the Attorney General confirms that State Farm may contact the lead government attorneys directly, without conferring with Whitten Burrage. Exhibit 3 (Drummond Decl.) ¶ 8; Exhibit 4 (Capps Decl.) ¶ 9.

The Contract also answers each hypothetical harm the Motion posits. The Motion speculates that the firm “might resist a settlement that includes broad injunctive relief but limited monetary damages.” Mot. at 8. But the firm cannot resist any settlement; the Attorney General “has exclusive authority to accept or reject any settlement offer” (§ II.4), and he may, “in his sole discretion,” settle “for non-monetary relief” alone, in which case the firm can be paid only from a fee award against the defendant, in an amount the Attorney General alone determines (App. B ¶ 4). The Motion suggests the firm “might prioritize discovery channels that advance its private case theories.” Mot. at 8. But the firm may not serve any significant document without the Attorney General’s approval and must “carry out [his] directions” on “all matters of strategy and tactics” (§§ I.3, I.4). And the Motion predicts the firm will want “to continue the case irrespective of its merit.” Mot. at 2–3, 6–7. The Attorney General alone decides whether the case continues; he may dismiss it or terminate the firm at any time, and the firm is owed no fee if he does (§§ I.4, III.2; App. B ¶ 4). A lawyer dischargeable without a fee at the client’s election and recover nothing if the client settles for injunctive relief has no power to prolong a case the client wishes to end.

Nor does the Motion’s “quasi-criminal” label change the analysis. *Palumbo* described the State’s RICO allegations as introducing “quasi-criminal elements” in explaining why they would

expand a private contract case. 2026 OK 51, ¶ 6, 593 P.3d at 105. It did not hold that a civil enforcement action by the State must be litigated without outside assistance. ORICO authorizes the Attorney General to bring civil proceedings, decided by a preponderance of the evidence, with a jury on request. 22 O.S. § 1409(A). That is civil litigation, and the “prosecutorial or plaintiff-like” role *Marshall* addressed. 446 U.S. at 248. Rule 3.8, which the Motion invokes (Mot. at 6), governs “[t]he prosecutor in a criminal case.” Okla. R. Prof’l Conduct 3.8. The Contract delegates no criminal authority, and any criminal matter that could result would be prosecuted by the Attorney General’s office or a district attorney’s office. The Attorney General’s public statement that proven criminal conduct “will cross into the criminal world” (Mot. at 6 n.2) confirms that division: civil enforcement proceeds here, and any criminal matter proceeds elsewhere, through public prosecutors, with no role for the firm. Exhibit 3 (Drummond Decl.) ¶ 9; Exhibit 5 (Whitten Decl.) ¶¶ 4–5; Exhibit 6 (Burrage Decl.) ¶¶ 4–5.

C. Rule 1.7 Provides No Basis for Disqualification.

First, Rule 1.7 protects clients, not their adversaries. “Conflict rules are designed to protect a client from a lawyer unable to undertake effective advocacy because of loyalty to some adverse or conflicting interest,” and “[a]s long as a legal practitioner may act free from a bond of loyalty to another, the Bar cannot restrict one’s choice of clients.” *State ex rel. Okla. Bar Ass’n v. Andre*, 1998 OK 29, ¶ 8, 957 P.2d 545, 547–48. The Rules themselves are “not designed to be a basis for civil liability,” and “the purpose of the Rules can be subverted when they are invoked by opposing parties as procedural weapons.” *Phillips*, 2007 OK 78, ¶ 13 n.29, 171 P.3d at 905 n.29 (quoting Okla. R. Prof’l Conduct, Scope); *see also Jensen v. Poindexter*, 2015 OK 49, ¶ 10, 352 P.3d 1201, 1205 (parties “shall not use motions to disqualify counsel for violations of our professional-conduct rules as procedural weapons”). State Farm is not the firm’s client; it is the party the firm is suing on the State’s behalf. The Motion invokes only Rule 1.7(a)(2), Mot. at 8, and does not

suggest the representation is “directly adverse” to any client of the firm under Rule 1.7(a)(1). And an opposing party’s theory that others’ interests conflict does not override their choice of counsel absent a showing that they share it. *See Myers v. Myers*, 2018 OK CIV APP 46, ¶ 35, 420 P.3d 1, 7 (movants who had not shown that the allegedly affected client agreed with their theory of conflict could not “override the rights of [the clients] to select their own attorney”). And whatever standing State Farm has to raise a conflict that belongs to others, the Court’s order must address it. *McGee v. Amoco Prod. Co.*, 2019 OK 7, ¶ 4, 438 P.3d 355, 356–57 (order must identify “the facts and legal support for a finding that the Defendant has or does not have standing to challenge any perceived conflict of interest”).

Second, the Motion’s real theory— “the dual role itself creates a structural opportunity for private interests to affect decisions,” Mot. at 7—is not a Rule 1.7 theory. It is the due-process argument the Motion builds from *Young*, and Part IV.B answers it. Relabeling a structural opportunity as a Rule 1.7 conflict does not change the standard. A “structural opportunity” is at most an appearance, and the appearance of impropriety does not justify disqualification. *Phillips*, 2007 OK 78, ¶¶ 21–22, 171 P.3d at 910.

Nor is the firm’s contingent fee a disqualifying interest. The Rules permit “a reasonable contingent fee in a civil case” (Okla. R. Prof’l Conduct 1.8(i)(2)); the Legislature authorized state contingency-fee contracts and prescribed then capped tiers. 74 O.S. § 20i(D)–(E). The Motion’s argument, taken seriously, would bar every contingency-fee engagement § 20i authorizes.

A federal court applied the same principle in denying the conflict-of-interest portion of State Farm’s and other insurers’ motion to disqualify the Louisiana Attorney General’s private counsel. It held that a conflict that “has yet to manifest itself” is “simply a potential conflict of interest,” and that a court must “ensure that any disqualification is linked to an actual, real conflict

rather than an imaginary one.” *In re Katrina Canal Breaches Consol. Litig.*, No. 05-4182, Rec. Doc. 14450, slip op. at 1, 13 (E.D. La. Aug. 13, 2008) (quoting *In re Complaint of Cardinal Servs., Inc.*, No. 00-1909, 2006 WL 2089925, at *3 (W.D. La. July 21, 2006)).

The Motion notes the firm’s private clients have referred to the Attorney General’s public actions in their own pleadings. Mot. at 6 & Mot. Ex. 1. Whether a private plaintiff may refer to public enforcement activity is a matter for the courts hearing those cases. It does not show the State’s counsel have a disqualifying conflict here.

D. Section 20i Neither Voids the Contract Nor Authorizes Disqualification.

The statute contains no voidness clause, and the posting requirement arises only after execution. The Motion’s statutory argument depends on reading into § 20i a consequence the Legislature did not write. It nowhere states that a contract is void, voidable, or unenforceable for failure to post it, and it nowhere provides a remedy to an opposing litigant. The posting requirement the Motion emphasizes is, by its terms, an act that occurs after a contract exists: contingency-fee contracts “shall be posted ... within five (5) business days after the date the contract is executed.” *Id.* § 20i(G) (quoted at Mot. at 11). A duty that arises only after execution cannot be a precondition to formation. Here, the Attorney General executed the Contract on August 4, 2026, and by its terms the Contract commenced only upon execution. Exhibit 2 (Contract) at 11, § III.1. The Motion’s other § 20i points fail for a different reason. Mot. at 10–12 & n.4 (citing 74 O.S. § 20i(A), (B), (G), (I), (J), (K)(2)). The request-for-proposal provision, moreover, applies to a contract with private attorneys “to initiate a legal action on behalf of the state” where the total cost is expected to reach \$1,000,000. 74 O.S. § 20i(K)(2). The Attorney General initiated this action on June 24, 2026, through his own attorneys, Pet. at 21; Exhibit 3 (Drummond Decl.) ¶ 2; Exhibit 4 (Capps Decl.) ¶ 3, and the Contract, executed six weeks later, engages the firm to “assist the Attorney General in the Investigation and litigation” of the practices at issue. Exhibit 2 (Contract) at 12,

App. A. Whatever the timing, those requirements do not create a disqualification remedy; none gives an opposing litigant standing to enforce it (Part IV.D.3); any compliance question belongs to the State, its taxpayers, and the Legislature's oversight process, *see* 74 O.S. § 20i(L), (N), (R); and the State, through the Attorney General, affirms the engagement (Part IV.D.2).

The Motion's premise that the Attorney General "possesses no inherent power to retain private counsel" (Mot. at 13–14) is also mistaken. Section 18c(A)(1), on which it relies, provides that "no state officer, board or commission" may employ attorneys, and then vests "[a]ll the legal duties of such officer, board or commission" in the Attorney General. 74 O.S. § 18c(A)(1), (4). It restrains other officers in favor of the Attorney General; it does not restrain him. The Attorney General's common-law powers are broad, but they yield to express constitutional or statutory restrictions. *Derryberry*, 1973 OK 132, ¶¶ 20, 25, 27, 516 P.2d at 818–19; *see Cherokee Nation*, 2025 OK 4, ¶ 36, 564 P.3d at 70. Section 20i itself contemplates contracts with private attorneys when the office lacks the personnel or expertise for a matter. 74 O.S. § 20i(A)(3). The Contract recites the State's determination that contingency-fee counsel was needed "to ensure adequate resources and expertise," the firm is on the § 20i list, and the firm's proposal was the most economical and competent. Exhibit 2 (Contract) at 1; App. B ¶ 1.

A contract made for the protection of the State is at most voidable by the State. Even if a posting lapse had some effect on the Contract, Oklahoma law would make it voidable only by the party the statute protects. The Motion quotes *Kincaid v. Black Angus Motel, Inc.* for the proposition that "[a] contract made in violation of a statute is void" (Mot. at 13), but omits the rule *Kincaid* went on to apply: an act "which is neither wrong in itself nor against public policy, but which has been declared void for the protection or benefit of a certain party, or class of parties, is voidable only and is capable of ratification by the acts or silence of the beneficiary or

beneficiaries,” and “is valid until voided, not void until validated.” 1999 OK 54, ¶ 7, 983 P.2d 1016, 1018–19 (quoting *Worley v. Carroll*, 110 Okla. 199, 237 P. 120, 124 (1925)). A voidable contract “continues in existence until its repudiation or rescission by a party entitled to avoid the obligation.” *Id.* ¶ 10, 983 P.2d at 1019. The power to declare a contract void as against public policy “should be exercised only in cases free from doubt.” *Id.* ¶ 9, 983 P.2d at 1019.

Section 20i’s disclosure provisions protect the State and its taxpayers, not the State’s litigation opponents. The only party entitled to avoid the Contract is the State, and the State, through the Attorney General, affirms it. Exhibit 3 (Drummond Decl.) ¶ 4. *See Kincaid*, 1999 OK 54, ¶¶ 7, 10–11, 983 P.2d at 1018–20.

State Farm lacks standing to enforce the State’s contracting statute, and its authorities are fee disputes. Courts addressing similar arguments have held that a defendant lacks standing to enforce the government’s compliance with contracting procedures that cause the defendant no injury. Where a court has entertained such a challenge, it has rejected it on the merits. *See Hagerty*, 1998 ND 122, ¶¶ 10, 28–30, 580 N.W.2d at 143, 147–48; see also *Actavis*, 170 N.H. at 216, 167 A.3d at 1282–83 (N.H. Supreme Court held defendants lacked standing to claim a contingency-fee contract was *ultra vires* for lack of required legislative and executive approvals; “bias claimed has nothing to do with the alleged violation of the statute”; defendants “concede[d] that, even if the contingency fee agreement had been ratified ..., their injury would not be alleviated.”). State Farm’s asserted injury—prosecution by counsel with a contingent interest—would be the same had the Contract been posted on day one. In *Katrina Canal Breaches*, the court held under federal standing principles State Farm and the other insurers could not challenge the Louisiana Attorney General’s compliance with that State’s retention statute, because invalidating

the contract “would simply prompt the Attorney General to either properly hire these private attorneys, or carry out the litigation through his own appointed assistants.” Slip op. at 21.

Nor does *Jensen* help the Motion. *Jensen* recognized the integrity of the judicial process is harmed “when a party’s right to a fair proceeding is compromised,” and “an attorney’s failure to follow multiple statutory and ethical guidelines may indicate that harm to the judicial process is likely to result unless he is disqualified.” 2015 OK 49, ¶¶ 11, 16, 352 P.3d at 1205, 1207. The lawyer there bypassed mandatory abuse reporting and vouched for the child witness by affidavit, conduct that “contaminat[ed] the fact-finding procedure.” *Id.* ¶¶ 4–5, 8, 16–19, 352 P.3d at 1204, 1207. Here, the timing of a website posting has nothing to do with how this case is litigated, and the Motion does not identify any way in which State Farm’s right to a fair proceeding has been compromised.

The Motion’s out-of-state authorities do not hold otherwise. In *White v. Jernigan Copeland Attorneys, PLLC*, 346 So. 3d 887 (Miss. 2022), a law firm sued the State Auditor to recover expenses and the value of services, in which the State itself invoked the defect; the contract was void because, *inter alia*, the Auditor had not satisfied the statutory requirements for involving the Attorney General. *Id.* at 891–92, 898–900, 902. *Kress v. LaVilla*, 335 N.J. Super. 400, 408–11, 762 A.2d 682, 686–87 (App. Div. 2000), was likewise a suit by private attorneys seeking payment from a municipality. In each, the governmental party declined to be bound. Neither involved an opposing litigant seeking to disqualify the government’s counsel, and neither involved a contract made by the very officer the statute empowers to approve such contracts. Here the Attorney General is that officer; he signed the Contract himself, and he stands behind it.

E. The ORICO and Open Records Provisions Do Not Warrant Disqualification.

State Farm argues Whitten Burrage “would otherwise be prohibited” from seeing materials the Attorney General “will necessarily obtain as part of his ORICO investigation.” Mot. at 18. The

argument is premised on a future event, and the statutes it cites do not reach this case as described.

Section 1415 governs pre-suit subpoenas that the Attorney General or a district attorney may issue with judicial approval, and it provides that “such evidence taken shall not be receivable in any civil proceeding.” 22 O.S. § 1415(A). Section 1415(B) limits examination of subpoenaed records by “an individual other than another law enforcement official” without the producer’s consent. *Id.* § 1415(B) (quoted at Mot. at 17). Neither provision addresses discovery in a pending civil action, which proceeds under the ordinary rules and any protective order the Court enters. No § 1415 subpoenas have issued in this matter (Exhibit 4 (Capps Decl.) ¶ 10; *see also* Exhibit 5 (Whitten Decl.) ¶ 8; Exhibit 6 (Burrage Decl.) ¶ 8) and State Farm knows this. The Open Records Act provision permits the Attorney General to “keep its litigation files and investigatory reports confidential.” 51 O.S. § 24A.12. It authorizes the office to withhold its files from public release; it does not bar the office from sharing its files with counsel it has retained to litigate the matter. And the Motion’s citation to 22 O.S. § 1404 for the rule that only the Attorney General or a district attorney may institute ORICO proceedings (Mot. at 17) confirms the point: the Attorney General instituted this proceeding and controls it. 22 O.S. § 1404(C).

If a genuine confidentiality issue arises, the remedy is a protective order, not disqualification. The Contract already restricts the firm’s use of information the Attorney General furnishes to “the services performed pursuant to this Contract” and limits access to firm personnel engaged on this matter. Exhibit 2 (Contract) § IV.3. The State nonetheless is prepared to stipulate to a protective order providing that materials produced in this action under compulsory process, and any materials obtained under § 1415, be used only in this action and not in any private matter. Exhibit 3 (Drummond Decl.) ¶ 11.

F. The Motion’s Remaining Assertions Do Not Bear on Disqualification.

The Motion also asserts that the Attorney General “hides” the engagement, that he seeks

to capitalize on the firm's private cases "for his political benefit," and that the Contract is "the exact back-room deal he sought publicly to eliminate." Mot. at 15–16. It points to campaign contributions and a public endorsement by lawyers at the firm, and to an op-ed by one of them. *Id.* at 2–3 & n.1, 16–17 & n.18. The State will not respond in kind, and the Court need not resolve any of it. None of these assertions is evidence that real harm to the integrity of this proceeding is likely, which is what *Phillips* requires. 2007 OK 78, ¶ 23, 171 P.3d at 910–11.

As to the contributions, the Motion cites a news report that lawyers at the firm made them, Mot. at 3, 16–17 & n.18, but it does not contend that any contribution was unlawful or was connected to the Contract. The Contract addresses that question directly. The firm certifies that neither it nor its signatory "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," and that it has not been a party to any collusion with any state official as to the Contract's terms. Exhibit 2 (Contract) at 9–10, § IV.22(C)–(D). The Motion does not mention those certifications or offer evidence that they are untrue.

The Attorney General's 2023 letter does not help the Motion. As the Motion describes it, the letter objected to a prior administration's "no-bid, no-cap contract," executed "outside of an open bidding process that would have resulted in lower fees," weeks after campaign contributions to the officeholder who signed it. Mot. at 16. The Motion adds the Legislature then required fee caps and a public process. *Id.* This Contract has the features the Legislature then prescribed: it caps the fee below the statutory schedule, credits fee awards against the fee, places the full cost risk on the firm, and reserves every critical decision to the Attorney General. Exhibit 2 (Contract) at 1; App. B ¶¶ 1, 3, 4. The Attorney General retained counsel on the terms the Legislature prescribed.

G. Any Ruling Requires an Evidentiary Hearing and Specific Findings.

The State submits that the Motion can be denied on its face. If the Court is inclined to consider disqualification based on a conflict of interest or confidential information, the Supreme Court requires an evidentiary hearing. *Phillips*, 2007 OK 78, ¶ 23, 171 P.3d at 911. An order either granting or denying disqualification must also set out “its factual and legal support.” *Miami Bus. Servs., LLC v. Davis*, 2013 OK 20, ¶ 25, 299 P.3d 477, 488. And an order granting disqualification must include “a specific factual finding that the integrity of the judicial process will likely suffer real harm unless the attorney is disqualified.” *Jensen*, 2015 OK 49, ¶ 10, 352 P.3d at 1205. Findings are required even where, as here, the asserted conflict is “based upon economic interests and not confidential information,” and the order must address both the existence or non-existence of a conflict and whether the movant has standing to challenge it. *McGee*, 2019 OK 7, ¶¶ 3–4, 438 P.3d at 356–57. The State requests findings on each ground the Motion raises.

V. CONCLUSION

The Supreme Court directed the Attorney General to pursue the State’s claims in a separate action, and he has done so, with counsel of his choosing, under a contract that reserves every critical decision to him. State Farm has not shown that any harm to the integrity of this proceeding is likely, let alone proven it by a preponderance of the evidence. The State respectfully requests that the Court deny the Motion to Disqualify Whitten Burrage as Counsel for Plaintiff and enter an order containing the findings described in *McGee* and *Miami*.

Respectfully submitted,

Reggie Whitten

Gentner Drummond, OBA No. 16645

Attorney General of Oklahoma

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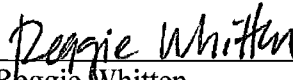
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ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

I hereby certify that on this 16th day of October, 2026, a true and correct copy of the foregoing was served by emailed and/or mailed on the following counsel of record:

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David R. Herber, OBA No. 33527
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Attorneys for Defendant State Farm Fire and Casualty Company



Reggie Whitten



OKLAHOMA
INSURANCE
DEPARTMENT

COMMISSIONER GLEN MULREADY
400 NE 50th Street, Oklahoma City, OK 73105

January 29, 2026

Via E-mail

The Honorable Gentner Drummond
Attorney General of Oklahoma
313 N.E. 21st St.
Oklahoma City, OK 73105

Dear Attorney General Drummond:

I share your vision of doing anything we can within our authority to reduce Oklahoma homeowners' premiums and ensuring their rights and interests are protected. To this end, I request that you, as Oklahoma's chief legal officer, partner with my office to continue your investigation, intervention and prosecution in *Hursh v. State Farm, et al.*, CJ-25-2626 in the District Court of Oklahoma County, as well as any appeals or writs related to that action. I look forward to hearing from you and advancing our collaborative work in the best interests of the people of Oklahoma. Please ensure your office communicates with my office before adding my name or the Oklahoma Insurance Department to this case as a party.

Each of our offices is vested with separate regulatory powers and authority to protect and advance the interests of Oklahomans. Together, we must invoke our individual constitutional and statutory authority to protect Oklahoma insurance consumers and enforce the Oklahoma Insurance Code under title 36 of the Oklahoma Statutes, as well as the Oklahoma Consumer Protection Act, 15 O.S. §§ 751-764.1, and the Oklahoma Antitrust Reform Act, 79 O.S. §§ 201-212. See e.g., Okla. Const. art. VI, §§ 1, 22-23; 36 O.S. §§ 305, 307, 322-323, 332; 74 O.S. § 18b. My office stands ready to collaborate and engage with your office on future efforts to redress and prevent unfair trade and claims handling practices by homeowner's insurance companies in Oklahoma.

Please contact me if you have any questions or want to discuss anything further.

Respectfully,

GLEN MULREADY
Oklahoma Insurance Commissioner

EXHIBIT

1



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

EXHIBIT**2**

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. **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 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. **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.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. Amendment. 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. Headings. Titles of parts or sections of this Contract are inserted for convenience only and shall be disregarded in construing or interpreting its provisions.

20. Governing Law and Venue. 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. Severability. 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. Non-collusion. 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:

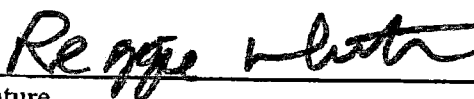

Signature

Aug 4, 2026
Date

Gentner Drummond
Printed Name

Attorney General
Title

LAW FIRM:


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.

EXHIBIT 3

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

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

Plaintiff,

v.

**STATE FARM FIRE AND CASUALTY
COMPANY,**

Defendant.

Case No. CJ-2026-1066

Hon. Jeff Virgin

**DECLARATION OF GENTNER DRUMMOND,
ATTORNEY GENERAL OF OKLAHOMA,
IN SUPPORT OF PLAINTIFF STATE OF OKLAHOMA'S RESPONSE
IN OPPOSITION TO DEFENDANT'S MOTION TO DISQUALIFY
WHITTEN BURRAGE AS COUNSEL FOR PLAINTIFF**

I, Gentner Drummond, state as follows:

1. I am the Attorney General of the State of Oklahoma and have held that office since January 2023. I am over eighteen years of age and competent to make this declaration. The statements in it are based on my personal knowledge.

2. On June 24, 2026, this action was filed in the name of the State of Oklahoma on my relation. The Petition was prepared, signed, and filed by attorneys employed by the Office of the Attorney General ("OAG"). Whitten Burrage did not participate in preparing the Petition and was not counsel of record when it was filed.

3. Before engaging outside counsel for this matter, I determined that retaining private counsel on a contingency-fee basis was in the best interest of the State to ensure adequate resources

and expertise for this litigation. Whitten Burrage is on the list of private attorneys and law firms maintained by the OAG under 74 O.S. § 20i.

4. On August 4, 2026, I signed the Contract for Legal Services, Contingency-Fee Based, between the OAG and Whitten Burrage (the "Contract"). A true and correct copy of the Contract is attached to the State's Response as Exhibit 2. I have reviewed the Contract and, on behalf of the State, affirm it.

5. Before I signed the Contract, I knew that Whitten Burrage represents individual policyholders in lawsuits against State Farm Fire and Casualty Company. I considered those representations and engaged the firm with that knowledge. The State, acting through me, consents to Whitten Burrage's representation of the State in this action notwithstanding those representations.

6. I direct this litigation. Under the Contract, I retain complete control over the course and conduct of the case, veto power over any decision made by Whitten Burrage, and exclusive authority to accept or reject any settlement offer. Contract §§ II.4, II.5. I have designated Cameron Capps, Deputy Attorney General, Consumer Protection, to oversee this action on my behalf under Section II.5(B) of the Contract.

7. Whitten Burrage may not file suit, make any offer, or settle or compromise any claim in this action without my written consent, and it must obtain the OAG's approval of all significant documents before they are filed or served. Contract §§ I.3, I.4. Decisions about the claims asserted, the relief sought, and whether this action continues are mine. I may settle this action for non-monetary relief alone, and I may terminate the Contract at any time, with or without cause, in which event Whitten Burrage is owed no fee. Contract § III.2; App. B ¶ 4.

8. State Farm and its counsel may contact the OAG attorneys assigned to this action directly, without conferring with Whitten Burrage.

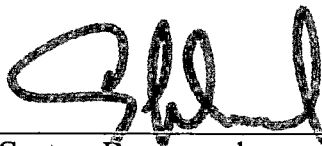
9. The Contract delegates no criminal authority to Whitten Burrage. The firm was retained to assist the OAG in this civil action. If any criminal matter arises from the conduct alleged in this action, it will be handled by OAG attorneys assigned to criminal matters or by a district attorney, and Whitten Burrage will have no role in it.

10. The State does not seek, in this action, the dissolution or reorganization of State Farm Fire and Casualty Company or the suspension or revocation of its license or certificate of authority to do business in Oklahoma.

11. The State is prepared to stipulate to a protective order providing that materials produced in this action under compulsory process, and any materials obtained under 22 O.S. § 1415, will be used only in this action and not in any private matter.

I state under penalty of perjury under the laws of Oklahoma that the foregoing is true and correct.

Date: October 15, 2026
Place: Oklahoma City, Oklahoma



Gentner Drummond
Attorney General of Oklahoma

EXHIBIT 4

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

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

Plaintiff,

v.

**STATE FARM FIRE AND CASUALTY
COMPANY,**

Defendant.

Case No. CJ-2026-1066

Hon. Jeff Virgin

**DECLARATION OF CAMERON R. CAPPS
IN SUPPORT OF PLAINTIFF STATE OF OKLAHOMA'S RESPONSE
IN OPPOSITION TO DEFENDANT'S MOTION TO DISQUALIFY
WHITTEN BURRAGE AS COUNSEL FOR PLAINTIFF**

I, Cameron R. Capps, state as follows:

1. I am a Deputy Attorney General in the Office of the Attorney General of the State of Oklahoma ("OAG"), assigned to Consumer Protection. I am licensed to practice law in Oklahoma. I am over eighteen years of age and competent to make this declaration. The statements in it are based on my personal knowledge and on records of the OAG maintained in the ordinary course of its business that I have reviewed.

2. The Attorney General has designated me to oversee this action on his behalf under Section II.5(B) of the Contract for Legal Services, Contingency-Fee Based, between the OAG and Whitten Burrage (the "Contract"), a true and correct copy of which is attached to the State's Response as Exhibit 2. In that role, I maintain control over the course and conduct of the case for

the OAG, supervise the litigation, direct outside counsel, review and approve filings and discovery, and participate in settlement decisions on behalf of the OAG.

3. On June 24, 2026, the OAG filed the Petition in this action. The Petition was prepared, signed, and filed by attorneys employed by the OAG. On that date, the OAG had not entered into any contract with Whitten Burrage for this matter, and Whitten Burrage was not counsel of record.

4. Before this action was filed, the Oklahoma Insurance Commissioner wrote to the Attorney General on January 29, 2026, asking the Attorney General to “partner with my office to continue your investigation, intervention and prosecution in Hursh v. State Farm.” A true and correct copy of that letter is attached to the State’s Response as Exhibit 1.

5. Whitten Burrage is on the list of private attorneys and law firms maintained by the OAG under 74 O.S. § 20i. The Attorney General signed the Contract on August 4, 2026. Whitten Burrage entered its appearance in this action on August 5, 2026.

6. Since the Contract was executed, Whitten Burrage has submitted to me, or to the other OAG attorneys assigned to this matter, for review, edits, and approval every significant document before it was filed or served, including the State’s Response to the Motion to Dismiss and the State’s Response to the Motion to Disqualify.

7. Decisions about the claims asserted, the relief sought, and the strategy of this case have been made by the Attorney General or by me at his direction. To my knowledge, Whitten Burrage has not taken any significant step in this case without the OAG’s authorization.

8. Whitten Burrage has no authority to make or accept any settlement offer in this action. Settlement decisions belong exclusively to the Attorney General, who may settle this action for non-monetary relief alone. Contract §§ II.4, II.5(F); App. B ¶ 4.

9. State Farm and its counsel may contact me, or any other OAG attorney assigned to this matter, directly about this action without conferring with Whitten Burrage. My telephone number is (405) 522-0858.

10. No subpoena has been issued under 22 O.S. § 1415 in connection with this matter.

11. The OAG has furnished information to Whitten Burrage only for use in this civil matter, subject to Section IV.3 of the Contract, which limits the firm's use of that information to the services performed under the Contract and restricts access to firm personnel engaged on this matter. I am not aware of any use of such information in any other matter.

I state under penalty of perjury under the laws of Oklahoma that the foregoing is true and correct.

Date: October 5, 2026
Place: Oklahoma City, Oklahoma


Cameron R. Capps
Deputy Attorney General
Office of the Attorney General

EXHIBIT 5

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

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

Plaintiff,

v.

**STATE FARM FIRE AND CASUALTY
COMPANY,**

Defendant.

Case No. CJ-2026-1066

Hon. Jeff Virgin

**DECLARATION OF REGGIE N. WHITTEN
IN SUPPORT OF PLAINTIFF STATE OF OKLAHOMA'S RESPONSE
IN OPPOSITION TO DEFENDANT'S MOTION TO DISQUALIFY
WHITTEN BURRAGE AS COUNSEL FOR PLAINTIFF**

I, Reggie N. Whitten, state as follows:

Declarant

1. I am a partner in the law firm of Whitten Burrage, LLP ("Whitten Burrage" or the "Firm") in Oklahoma City, Oklahoma. I am licensed to practice law in Oklahoma, and I am one of the attorneys of record for Plaintiff, the State of Oklahoma, in this action. I am over eighteen years of age and competent to make this declaration.

2. I signed the Contract for Legal Services, Contingency-Fee Based, between the Office of the Attorney General ("OAG") and Whitten Burrage (the "Contract") on behalf of the Firm on August 4, 2026. A copy of the Contract is attached to the State's Response as Exhibit 2 and to Defendant's Motion to Disqualify as Exhibit 3 at 17-30.

3. The statements in this declaration are based on my personal knowledge and on inquiry I have made of each attorney and staff member of the Firm who has worked on this matter.

Scope of the Engagement

4. Whitten Burrage was retained to assist the Attorney General in the civil investigation and litigation described in Appendix A to the Contract. The Firm has not been retained to investigate, initiate, prosecute, or otherwise address any criminal matter, and it has not been asked to do so. The Contract does not authorize the Firm to bring or participate in any criminal charge or criminal proceeding.

5. Whitten Burrage does not represent the State, the OAG, or any other person in any criminal prosecution, criminal investigation, or grand jury proceeding concerning State Farm Fire and Casualty Company ("State Farm") or the conduct alleged in the Petition in this action.

No Pending Criminal Prosecution

6. I am not aware of any pending criminal prosecution, criminal investigation, or grand jury proceeding concerning State Farm or any other person arising from the conduct alleged in the Petition.

No Materials from Any Criminal Proceeding

7. Neither Whitten Burrage nor any of its attorneys or staff has received, from the OAG or from any other source, any documents, testimony, or other materials obtained in, generated by, or derived from any criminal investigation, grand jury proceeding, or criminal prosecution.

8. Neither Whitten Burrage nor any of its attorneys or staff has received any business papers, records, or testimony subpoenaed under 22 O.S. § 1415.

9. If the Firm is ever offered or receives materials of the kind described in paragraphs 7 and 8, it will not review or use them, and it will promptly notify the OAG so that the Attorney General may direct their handling.

I state under penalty of perjury under the laws of Oklahoma that the foregoing is true and correct.

Date: October 16, 2026
Place: Oklahoma City, Oklahoma

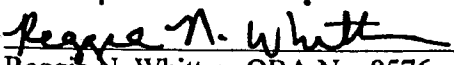

Reggie N. Whitten, OBA No. 9576
Partner
Whitten Burrage, LLP

EXHIBIT 6

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

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

Plaintiff,

v.

**STATE FARM FIRE AND CASUALTY
COMPANY,**

Defendant.

Case No. CJ-2026-1066

Hon. Jeff Virgin

**DECLARATION OF MICHAEL BURRAGE
IN SUPPORT OF PLAINTIFF STATE OF OKLAHOMA'S RESPONSE
IN OPPOSITION TO DEFENDANT'S MOTION TO DISQUALIFY
WHITTEN BURRAGE AS COUNSEL FOR PLAINTIFF**

I, Michael Burrage, state as follows:

Declarant

1. I am a partner in the law firm of Whitten Burrage, LLP ("Whitten Burrage" or the "Firm") in Oklahoma City, Oklahoma. I am licensed to practice law in Oklahoma, and I am one of the attorneys of record for Plaintiff, the State of Oklahoma, in this action. I am over eighteen years of age and competent to make this declaration.

2. Reggie N. Whitten signed the Contract for Legal Services, Contingency-Fee Based, between the Office of the Attorney General ("OAG") and Whitten Burrage (the "Contract") on behalf of the Firm on August 4, 2026. I am familiar with the Contract and its terms. A copy of the

Contract is attached to the State's Response as Exhibit 2 and to Defendant's Motion to Disqualify as Exhibit 3 at 17-30.

3. The statements in this declaration are based on my personal knowledge and on inquiry I have made of each attorney and staff member of the Firm who has worked on this matter.

Scope of the Engagement

4. Whitten Burrage was retained to assist the Attorney General in the civil investigation and litigation described in Appendix A to the Contract. The Firm has not been retained to investigate, initiate, prosecute, or otherwise address any criminal matter, and it has not been asked to do so. The Contract does not authorize the Firm to bring or participate in any criminal charge or criminal proceeding.

5. Whitten Burrage does not represent the State, the OAG, or any other person in any criminal prosecution, criminal investigation, or grand jury proceeding concerning State Farm Fire and Casualty Company ("State Farm") or the conduct alleged in the Petition in this action.

No Pending Criminal Prosecution

6. I am not aware of any pending criminal prosecution, criminal investigation, or grand jury proceeding concerning State Farm or any other person arising from the conduct alleged in the Petition.

No Materials from Any Criminal Proceeding

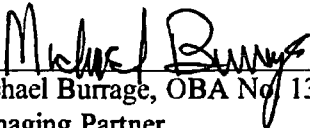
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Date: October 16, 2026
Place: Oklahoma City, Oklahoma



Michael Burrage, OBA No. 1350
Managing Partner
Whitten Burrage, LLP